

SERFF Tracking Number:	HRLV-125791621	State:	Arkansas
Filing Company:	Harleysville Mutual Insurance Company	State Tracking Number:	EFT \$50
Company Tracking Number:	CASE082008-1		
TOI:	20.0 Commercial Auto	Sub-TOI:	20.0001 Business Auto
Product Name:	CA		
Project Name/Number:	CA Product Standardization - revised/		

Filing at a Glance

Company: Harleysville Mutual Insurance Company

Product Name: CA

TOI: 20.0 Commercial Auto

Sub-TOI: 20.0001 Business Auto

Filing Type: Form

Effective Date Requested (New): 02/01/2009

Effective Date Requested (Renewal): 07/01/2009

SERFF Tr Num: HRLV-125791621

SERFF Status: Closed

Co Tr Num: CASE082008-1

Co Status: Product Standardization

- Phase 3B - revised

Author: Carol Zwoyer

Date Submitted: 08/27/2008

State: Arkansas

State Tr Num: EFT \$50

State Status: Fees verified and received

Reviewer(s): Betty Montesi,

Llyweyia Rawlins, Brittany Yielding

Disposition Date: 09/19/2008

Disposition Status: Approved

Effective Date (New): 02/01/2009

Effective Date (Renewal):

07/01/2009

State Filing Description:

General Information

Project Name: CA Product Standardization - revised

Project Number:

Reference Organization: ISO

Reference Title:

Filing Status Changed: 09/19/2008

State Status Changed: 08/27/2008

Corresponding Filing Tracking Number:

Filing Description:

With this filing it is our intent to submit for your review and approval revisions applicable to our Commercial Automobile Program

Status of Filing in Domicile:

Domicile Status Comments:

Reference Number: CA-2005-OFR01

Advisory Org. Circular:

Deemer Date:

Company and Contact

Filing Contact Information

SERFF Tracking Number: HRLV-125791621 State: Arkansas
Filing Company: Harleysville Mutual Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CASE082008-1
TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto
Product Name: CA
Project Name/Number: CA Product Standardization - revised/

Carol Zwoyer, Senior State Filing Analyst czwoyer@harleysvillegroup.com
355 Maple Avenue (215) 256-5735 [Phone]
Harleysville, PA 19438-2297 (215) 256-5678[FAX]

Filing Company Information

Harleysville Mutual Insurance Company	CoCode: 14168	State of Domicile: Pennsylvania
355 Maple Avenue	Group Code: 253	Company Type:
Harleysville, PA 19438	Group Name:	State ID Number:
(215) 256-5000 ext. [Phone]	FEIN Number: 23-0902325	

<i>SERFF Tracking Number:</i>	<i>HRLV-125791621</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Harleysville Mutual Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>CASE082008-1</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0001 Business Auto</i>
<i>Product Name:</i>	<i>CA</i>		
<i>Project Name/Number:</i>	<i>CA Product Standardization - revised/</i>		

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Harleysville Mutual Insurance Company	\$50.00	08/27/2008	22158757

SERFF Tracking Number:	HRLV-125791621	State:	Arkansas
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TOI:	20.0 Commercial Auto	Sub-TOI:	20.0001 Business Auto
Product Name:	CA		
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	09/19/2008	09/19/2008
Objection Letters and Response Letters			

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Llyweyia Rawlins	09/04/2008	09/04/2008	Carol Zwoyer	09/19/2008	09/19/2008

<i>SERFF Tracking Number:</i>	<i>HRLV-125791621</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Company Tracking Number:</i>	<i>CASE082008-1</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0001 Business Auto</i>
<i>Product Name:</i>	<i>CA</i>		
<i>Project Name/Number:</i>	<i>CA Product Standardization - revised/</i>		

Disposition

Disposition Date: 09/19/2008

Effective Date (New): 02/01/2009

Effective Date (Renewal): 07/01/2009

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: HRLV-125791621 State: Arkansas
Filing Company: Harleysville Mutual Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CASE082008-1
TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto
Product Name: CA
Project Name/Number: CA Product Standardization - revised/

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	cover letter & Exhibit A	Approved	Yes
Form	Truckers Coverage	Approved	Yes
Form	Motor Carrier Coverage Form	Approved	Yes
Form	Auto Dealers Supplemental Coverage Franchised Dealers Only	Approved	Yes
Form	Contingent Physical Damage coverage Leasing or Rental Concerns	Approved	Yes
Form	Repair Cost Reimbursement	Approved	Yes
Form	Named Driver Exclusion	Approved	Yes
Form	Covered Autos Designated Premises	Approved	Yes
Form	Limited Pollution Coverage – Other than Covered Autos Designated Garage Operations or Premises	Approved	Yes
Form	Corporal Punishment	Approved	Yes
Form	Transfer of Rights of Recovery Against Others to Us	Approved	Yes
Form	Commercial Auto Broad Form Endorsement	Approved	Yes
Form	Employee Benefits Liability Coverage	Approved	Yes
Form	Auto Dealers Optional Coverage Endorsement	Approved	Yes
Form	Employee Benefits Liability Coverage	Approved	Yes
Form	Per Location Aggregate Limit	Approved	Yes
Form	Work Performed Coverage	Approved	Yes
Form	New Car Economic Loss - Dealers	Approved	Yes
Form	Supplement to Automobile Physical Damage Insurance Coverage	Approved	Yes
Form	Business Auto Schedule	Approved	Yes
Form	Business Auto Declaration	Approved	Yes
Form	Garage Declaration	Approved	Yes
Form	Declaration	Approved	Yes
Form	Policy Change Document	Approved	Yes

<i>SERFF Tracking Number:</i>	<i>HLV-125791621</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Company Tracking Number:</i>	<i>CASE082008-1</i>		
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Form	Form Schedule	Approved	Yes
Form	Location Schedule	Approved	Yes
Form	Loss Payee Schedule	Approved	Yes
Form	Named Insured Schedule	Approved	Yes
Form	Policyholder Notice Schedule	Approved	Yes
Form	Endorsement for Motor Carrier Policies of Insurance for Public Liability Under Section 18 of the Bus Regulatory Reform Act of 1982	Approved	Yes
Form	Endorsement for Motor Carrier Policies of Insurance for Public Liability under Section 29 and 30 of the Motor Carrier Act of 1980	Approved	Yes
Form	Endorsement for Motor Carrier Policies of Insurance for Automobile bodily injury and property damage liability under section 10927, Title 49 of the United States Code Uniform Motor Carrier Bodily Injury and Property Damage Liability Insurance	Approved	Yes
Form	Endorsement – Form F	Approved	Yes
Form	Motor Carrier Automobile Bodily Injury and Property Damage Certificate of Insurance	Approved	Yes
Form	Motor Carrier Automobile Bodily Injury and Property Damage Liability Certificate of Insurance	Approved	Yes
Form	Uniform Motor Carrier Bodily Injury and Property Damage Liability Certificate of Insurance (Form E)	Approved	Yes
Form	Amendment to Other Insurance Clause	Approved	Yes
Form	Abuse or Molestation Exclusion	Approved	Yes
Form	Third Party Discrimination and Harassment Coverage	Approved	Yes
Form	Consumer Complaint Auto Lemon Law Protection coverage	Approved	Yes
Form	Windstorm or Hail Deductible	Approved	Yes

<i>SERFF Tracking Number:</i>	<i>HRLV-125791621</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Harleysville Mutual Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>CASE082008-1</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0001 Business Auto</i>
<i>Product Name:</i>	<i>CA</i>		
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Form	Auto Dealers Optional Coverages	Approved	Yes
Form	Declarations Page Extension	Approved	Yes
Form	Fees and Surcharge Schedule	Approved	Yes
Form	Drivers Schedule	Approved	Yes
Form	Arkansas Changes - Auto Dealers Supplemental Coverages	Approved	Yes
Form	Arkansas Changes - Limited Pollution Coverage - Other Than Covered Autos, Designated Garage Operations or Premises	Approved	Yes

SERFF Tracking Number: HRLV-125791621 State: Arkansas
Filing Company: Harleysville Mutual Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CASE082008-1
TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto
Product Name: CA
Project Name/Number: CA Product Standardization - revised/

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 09/04/2008
Submitted Date 09/04/2008
Respond By Date 09/16/2008

Dear Carol Zwoyer,

Form: CA-7101 Auto Dealers Supplemental - page 5 of 7

The appraisal clause(s) found in this filing should be amended to comply with Ark. Code Ann. §23- 79-203 and Arkansas Bulletin No. 19-89. The clause(s) must specifically state it is non-binding and voluntary.

The applicable provision of the Arkansas Statute of Limitations of the Arkansas General Code, allows five (5) years in which to commence litigation for this insurance contract. You may amend by extending the time limit to five (5) years or by stating, "within the time allowed by law."

Form CA-7164 Limited Pollution Coverage - page 3 of 4 (Exclusion Punitive Damages)

This filing must be amended to comply with Bulletin 4-82 which requires punitive or exemplary damages to be defined. An acceptable definition would be "Those damages imposed to punish a wrongdoer and to deter others from similar conduct.

Sincerely,

Llyweyia Rawlins

Please feel free to contact me if you have questions.

Sincerely,

Llyweyia Rawlins

Response Letter

Response Letter Status Submitted to State
Response Letter Date 09/19/2008
Submitted Date 09/19/2008

Dear Llyweyia Rawlins,

Comments:

SERFF Tracking Number: HRLV-125791621 State: Arkansas
 Filing Company: Harleysville Mutual Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: CASE082008-1
 TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto
 Product Name: CA
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Response 1

Comments: In response to your concerns, we have developed the following attached amendatory forms:

CA-7328, Arkansas Changes - Auto Dealers Supplemental Coverages which is to be used with CA-7101 (Auto Dealers Supplemental Coverages)

CA-7329, Arkansas Changes - Limited Pollution Coverage - Other Than Covered Autos Designated Garage Operations or Premises to be used with CA-7164 (Limited Pollution Coverage - Other Than Covered Autos Designated Garage Operations or Premises)

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Arkansas Changes - Auto Dealers Supplemental Coverages	CA-7328	9-08	Endorsement/Amendment/Conditions	New			CA-7328.pdf
Arkansas Changes - Limited Pollution Coverage - Other Than Covered Autos, Designated Garage Operations or Premises	CA-7329	9-08	Endorsement/Amendment/Conditions	New			CA-7329.pdf

No Rate/Rule Schedule items changed.

Sincerely,
 Carol Zwoyer

SERFF Tracking Number: HRLV-125791621 State: Arkansas

Filing Company: Harleysville Mutual Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: CASE082008-1

TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto

Product Name: CA

Project Name/Number: CA Product Standardization - revised/

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Truckers Coverage	CA-7009	11-06	Endorsement/Amendment/Conditions	Replaced Form #:0.00 10-01 edition Previous Filing #:		CA-7009 _Ed 11-06_ Truckers Cvge Form.pdf
Approved	Motor Carrier Coverage Form	CA-7024	11-06	Endorsement/Amendment/Conditions	Replaced Form #:0.00 10-01 edition Previous Filing #:		CA-7024 _Ed 11-06_ Motor Carrier Coverage Form.pdf
Approved	Auto Dealers Supplemental Coverage Franchised Dealers Only	CA-7101	11-06	Endorsement/Amendment/Conditions	Replaced Form #:0.00 10-01 edition Previous Filing #:		CA-7101 Ed 11-06 Auto Dealers Supplemental Cov.pdf
Approved	Contingent Physical Damage coverage Leasing or Rental Concerns	CA-7104	09-03	Endorsement/Amendment/Conditions	Replaced Form #:0.00 08-87 edition Previous Filing #:		CA-7104 Ed 9-03.pdf
Approved	Repair Cost Reimbursement	CA-7108	06-04	Endorsement/Amendment/Conditions	Replaced Form #:0.00 10-01 edition Previous Filing #:		CA-7108 Ed 6-04 Repair Cost Reimbursement.pdf
Approved	Named Driver Exclusion	CA-7117	03-91	Endorsement/Amendment/Conditions		0.00	CA-7117 Ed 3-91 Named Driver Exclusion.pdf
Approved	Covered Autos Designated	CA-7163	11-06	Endorsement/Amendment	Replaced Form #:0.00 06-97 edition		CA-7163 Ed 11-06

SERFF Tracking Number: HRLV-125791621 State: Arkansas
Filing Company: Harleysville Mutual Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CASE082008-1
TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto
Product Name: CA
Project Name/Number: CA Product Standardization - revised/

	Premises			ent/Condi tions	Previous Filing #:	Broadened Pollution Liability Cov.pdf
Approved	Limited Pollution Coverage – Other than Covered Autos Designated Garage Operations or Premises	CA-7164	11-06	Endorsement/Amendment/Conditions	Replaced Form #:0.00 07-97 edition Previous Filing #:	CA-7164 Ed 11-06 Limited Pollution Coverage.pdf
Approved	Corporal Punishment	CA-7182	11-06	Endorsement/Amendment/Conditions	0.00	CA-7182 Ed 11-06 Corporal Punishment. pdf
Approved	Transfer of Rights of Recovery Against Others to Us	CA-7196	09-03	Endorsement/Amendment/Conditions	0.00	CA-7196 Ed 9-03 Transfer of Rights of Recovery.pdf
Approved	Commercial Auto Broad Form Endorsement	CA-7200	11-06	Endorsement/Amendment/Conditions	Replaced Form #:0.00 02-02 edition Previous Filing #:	CA-7200 Ed 11-06 Commercial Automobile Broad Form Endor....pdf
Approved	Employee Benefits Liability Coverage	CA-7236	09-03	Endorsement/Amendment/Conditions	0.00	CA-7236 Ed 9-03 Emp Benefits Liab Cvge.pdf
Approved	Auto Dealers Optional Coverage Endorsement	CA-7237	11-06	Endorsement/Amendment/Conditions	0.00	CA-7237 Ed 11-06 Auto Dealers Opt Cvges.pdf
Approved	Employee Benefits Liability	CA-7241	10-05	Endorsement/Amendment	0.00	CA-7241 Ed 10-05.pdf

SERFF Tracking Number: HRLV-125791621 State: Arkansas
Filing Company: Harleysville Mutual Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CASE082008-1
TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto
Product Name: CA
Project Name/Number: CA Product Standardization - revised/

Coverage				ent/Condi tions		
Approved	Per Location Aggregate Limit	CA-7244	11-06	Endorseme New nt/Amendm ent/Condi tions	0.00	CA-7244 Ed 11-06 Per Location Aggregate Limit.pdf
Approved	Work Performed Coverage	CA-7268	06-04	Endorseme New nt/Amendm ent/Condi tions	0.00	CA-7268 Ed 6-04 Work Performed Coverage.pd f
Approved	New Car Economic Loss - Dealers	CA-7280	11-06	Endorseme New nt/Amendm ent/Condi tions	0.00	CA-7280 Ed 11-06 New Car Economic Loss.pdf
Approved	Supplement to Automobile Physical Damage Insurance Coverage	CA-7281	11-06	Endorseme New nt/Amendm ent/Condi tions	0.00	CA-7281 Ed 11-06.pdf
Approved	Business Auto Schedule	CA-7282	11-06	Declaration New s/Schedule	0.00	CA-7282 Ed 11-06 Business Auto Sched.pdf
Approved	Business Auto Declaration	CA-7283	11-06	Declaration New s/Schedule	0.00	CA-7283 Ed 11-06 Business Auto Dec.pdf
Approved	Garage Declaration	CA-7285	11-06	Declaration New s/Schedule	0.00	CA-7285 Ed 11-06 Garage Dec.pdf
Approved	Declaration	GU-7000	03-08	Declaration New s/Schedule	0.00	GU-7000 _Ed 3-08_ Common

SERFF Tracking Number: HRLV-125791621 State: Arkansas
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Company Tracking Number: CASE082008-1
TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto
Product Name: CA
Project Name/Number: CA Product Standardization - revised/

Approval	Policy Change	GU-7001	07-08	Endorsement/Amendment/Conditions	0.00	Policy Dec.pdf
Approved	Policy Change Document	GU-7001	07-08	Endorsement/Amendment/Conditions	0.00	GU-7001.pdf
Approved	Form Schedule	GU-7004	11-06	Declaration News/Schedule	0.00	GU-7004 (Ed 11-06) Pol Form Sched.pdf
Approved	Location Schedule	GU-7005	11-06	Declaration News/Schedule	0.00	GU-7005 (Ed 11-06) Location Schedule.pdf
Approved	Loss Payee Schedule	GU-7006	11-06	Declaration News/Schedule	0.00	GU-7006 (Ed 11-06) Loss Payee Sched.pdf
Approved	Named Insured Schedule	GU-7008	11-06	Declaration News/Schedule	0.00	GU-7008 (Ed 11-06) Nmd Insd Sched.pdf
Approved	Policyholder Notice Schedule	GU-7009	11-06	Declaration News/Schedule	0.00	GU-7009 Ed 11-06 Policyholder Ntc Sched.pdf
Approved	Endorsement for Motor Carrier Policies of Insurance for Public Liability Under Section 18 of the Bus Regulatory Reform Act of 1982	MC-1612d	10-02	Endorsement/Amendment/Conditions	0.00	MC 1612d (10-02).pdf
Approved	Endorsement for	MC-1622p	01-07	Endorsement New	0.00	MC-1622p

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	Motor Carrier Policies of Insurance for Public Liability under Section 29 and 30 of the Motor Carrier Act of 1980		nt/Amendm ent/Condi ons		Ed 1-07 Endmt for Motor Carrier Policies.pdf
Approved	Endorsement for Motor Carrier Policies of Insurance for Automobile bodily injury and property damage liability under section 10927, Title 49 of the United States Code Uniform Motor Carrier Bodily Injury and Property Damage Liability Insurance	MC-1651f 02-06	Endorseme New nt/Amendm ent/Condi ons	0.00	MC1651.pdf
Approved	Endorsement – Form F	MC-1690a 01-92	Endorseme New nt/Amendm ent/Condi ons	0.00	MC-1690a.pdf
Approved	Motor Carrier Automobile Bodily Injury and Property Damage Certificate of Insurance	MC-1614e 06-07	Certificate New		MC-1614e (6-07).pdf
Approved	Motor Carrier Automobile Bodily Injury and	MC-1669f 02-06	Endorseme New nt/Amendm ent/Condi		MC 1669f (2-06).pdf

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	Property Damage Liability Certificate of Insurance			ons		
Approved	Uniform Motor Carrier Bodily Injury and Property Damage Liability Certificate of Insurance (Form E)	MC-1633a	08-99	Certificate New		Mc1633a.pdf
Approved	Amendment to Other Insurance Clause	CA-7301	11-06	Endorsement/Amendment/Conditions		CA-7301_Ed 11-06.pdf
Approved	Abuse or Molestation Exclusion	CA-7306	07-07	Endorsement/Amendment/Conditions		CA-7306_Ed 7-07_Abuse or Molestation Exc.pdf
Approved	Third Party Discrimination and Harassment Coverage	CA-7312	06-08	Endorsement/Amendment/Conditions		CA-7312.pdf
Approved	Consumer Complaint Auto Lemon Law Protection coverage	CA-7325	06-08	Endorsement/Amendment/Conditions		CA-7325.pdf
Approved	Windstorm or Hail Deductible	CA-7326	06-07	Endorsement/Amendment/Conditions		CA-7326.pdf
Approved	Auto Dealers Optional Coverages	CA-7327	06-08	Endorsement/Amendment/Conditions		CA-7327pdf.pdf

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Approved	Declarations Page Extension	GU-7013	11-06	Declaration New s/Schedule	GU-7013 _Ed 11-06_ Declarations Page Extension.pdf
Approved	Fees and Surcharge Schedule	GU-7015	11-06	Declaration New s/Schedule	GU-7015 _Ed 11-06_ Fee- Surcharge Sched.pdf
Approved	Drivers Schedule	GU-7020	11-06	Declaration New s/Schedule	GU-7020 _Ed 1-06_ Drivers Schedule.pdf
Approved	Arkansas Changes - Auto Dealers Supplemental Coverages	CA-7328	9-08	Endorseme New nt/Amendm ent/Condi tions	CA-7328.pdf
Approved	Arkansas Changes - Limited Pollution Coverage - Other Than Covered Autos, Designated Garage Operations or Premises	CA-7329	9-08	Endorseme New nt/Amendm ent/Condi tions	CA-7329.pdf

COMMERCIAL AUTO COVERAGE PART TRUCKERS COVERAGE FORM

DECLARATIONS

ITEM ONE – NAMED INSURED		Policy Number
Coverage Part Effective	Policy Period From _____ To _____	

ITEM TWO – SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Truckers Coverage Form next to the name of the coverage.

COVERAGES		COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTO Section of the Truckers Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY			\$	
PERSONAL INJURY PROTECTION (or equivalent No-Fault coverage)			Separately Stated in Each PIP Endorsement Minus \$ Deductible.	
ADDED PERSONAL INJURY PROTECTION (or equivalent Added No-Fault coverage)			Separately Stated In Each Added PIP Endorsement	
PROPERTY PROTECTION INSURANCE (Michigan only)			Separately Stated in Each PPI Endorsement Minus \$ Deductible.	
MEDICAL PAYMENTS			\$	
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia only)			SEPARATELY STATED IN EACH MEDICAL EXPENSE AND INCOME LOSS BENEFITS ENDORSEMENT	
UNINSURED MOTORISTS			\$	
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)			\$	
TRAILER INTERCHANGE	COMPREHENSIVE COVERAGE		Actual Cash Value, Cost of Repair or \$, Whichever is Less	
	SPECIFIED CAUSES OF LOSS COVERAGE		Actual Cash Value, Cost of Repair or \$, Whichever is Less, Minus \$ Deductible for Each Covered Auto for Loss Caused by Mischief or Vandalism	
	COLLISION COVERAGE		Actual Cash Value, Cost of Repair or \$, Whichever is Less, Minus \$ Deductible for Each Covered Auto	

COVERAGES		COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTO Section of the Truckers Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
PHYSICAL DAMAGE	COMPREHENSIVE COVERAGE		Actual Cash Value or Cost of Repair, Whichever is Less Minus any Specified Deductible Under Item THREE or FOUR Applicable for Each Covered Auto But No Deductible Applies to Loss Caused By Fire or Lightning †	
	SPECIFIED CAUSES OF LOSS COVERAGE		Actual Cash Value or Cost of Repair, Whichever is Less Minus \$ Deductible for Each Covered Auto for Loss Caused by Mischief or Vandalism	
	COLLISION COVERAGE		Actual Cash Value or Cost of Repair, Whichever is Less Minus any Specified Deductible Under Item THREE or FOUR Applicable for Each Covered Auto †	
	TOWING AND LABOR		\$ For Each Disablement of a Private Passenger Auto	
† See Item FOUR for hired or borrowed "autos".		PREMIUM FOR ENDORSEMENTS \$		
MCCA SURCHARGE \$				
* ESTIMATED TOTAL PREMIUM FOR THIS COVERAGE PART \$ *This policy may be subject to final audit.				
FORMS AND ENDORSEMENTS applying to this Coverage Part: IL 00 21 ()				

ITEM THREE – SCHEDULE OF COVERED AUTOS YOU OWN

No.	Year	Trade Name and Body Type	* GVW/GCW or Seating Cap.	Vehicle Identification Number (VIN)	Place of Principal Garaging		Radius of Operation (Miles)	Business Use C = Comm R = Retail S = Service	Original Cost New or Symbol
					Location	Terr. Zone			
1									
2									
3									
4									
5									

COVERAGES/PREMIUM INDICATOR AND DEDUCTIBLE CODES An (X) denotes premium is included and coverage is provided.

No.	Liab.	PIP	Added PIP	MCCA	PPI (MI only)	Med. Pay.	Med. Expense & Income Loss (VA only)	UM	UIM	Class	Insurance Valuation (Stated Amt.)	Comprehensive Deductible	Specified Causes of Loss Deductible	Collision Deductible	Towing
1															
2															
3															
4															
5															

* GVW – Gross Vehicle Weight; GCW – Gross Combination Weight

Except for Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below As Interests May Appear At The Time Of Loss.

LOSS PAYEE(S), (Name and Address) See Loss Payable Clause	
Auto	Name Street, City, State and Zip Number

ITEM FOUR – SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS.**LIABILITY COVERAGE – RATING BASIS, NUMBER OF DAYS – AUTOS USED IN YOUR TRUCKING OPERATIONS**

Estimated Cost of Hire	Rate Per Each \$100 Cost of Hire	Total Estimated Premium
		\$

LIABILITY COVERAGE – RATING BASIS, COST OF HIRE – AUTOS NOT USED IN YOUR TRUCKING OPERATIONS

STATE	ESTIMATED COST OF HIRE FOR EACH STATE	Rate Per Each \$100 Cost of Hire	Factor (If Liability Coverage is Primary)	PREMIUM
				\$
Total Premium				\$

LIABILITY COVERAGE – RATING BASIS, NUMBER OF DAYS – (For Mobile or Farm Equipment - Rental Period Basis)

STATE	Estimated Number of Days Equipment Will Be Rented	Base Premium	Factor	PREMIUM
		\$		\$
Total Premium				\$

Physical Damage Coverage

Coverages	Limit of Insurance The Most We Will Pay Deductible	Estimated Annual Cost of Hire	Rate Per Each \$100 Annual Cost of Hire	Premium
Comprehensive	Actual Cash Value, Cost of Repairs or \$, Whichever is Less, Minus \$ Ded. For Each Covered Auto But No Deductible Applies to Loss Caused By Fire or Lightning			
Specified Causes of Loss	Actual Cash Value, Cost of Repairs or \$, Whichever is Less, Minus \$ Ded. For Each Covered Auto for Loss Caused By Mischief or Vandalism			
Collision	Actual Cash Value, Cost of Repairs or \$, Whichever is Less, Minus \$ Ded. For Each Covered Auto			
Total Premium				\$

PHYSICAL DAMAGE COVERAGE for covered "autos" you hire or borrow is excess unless indicated below by "X".

☐ If checked, PHYSICAL DAMAGE COVERAGE applies on a direct primary basis and for purposes of the condition entitled OTHER INSURANCE, any covered "auto" you hire or borrow is deemed to be a covered "auto" you own.

Cost of Hire means:

- (a) the total dollar amount of costs you incurred for the hire of automobiles (including trailers and semi-trailers), and if not included therein;
- (b) the total remuneration of all operators and drivers helpers, of hired automobiles whether hired with a driver by lessor or an "employee" of the lessee, or any other third party; and
- (c) the total dollar amount of any other costs (i.e., repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by insured, paid to the lessor or owner, or paid to others.

ITEM FIVE – SCHEDULE FOR NON-OWNERSHIP LIABILITY

Rating Basis	Number	Premium
Number of Employees		
Number of Partners		
TOTAL PREMIUM		

ITEM SIX – TRAILER INTERCHANGE COVERAGE

COVERAGES	LIMIT OF INSURANCE	DAILY RATE	ESTIMATED PREMIUM
COMPREHENSIVE	STATED IN ITEM TWO		
SPECIFIED CAUSES OF LOSS			
COLLISION			
TOTAL PREMIUM			

ITEM SEVEN – SCHEDULE FOR GROSS RECEIPTS RATING BASIS - LIABILITY COVERAGE

ESTIMATED YEARLY <input type="checkbox"/> Gross Receipts	RATES				PREMIUMS			
	Per \$100 of Gross Receipts							
	LIABILITY	AUTO MEDICAL PAYMENTS	MEDICAL EXPENSE BENEFITS (VA only)	INCOME LOSS BENEFITS (VA only)	LIABILITY	AUTO MEDICAL PAYMENTS	MEDICAL EXPENSE BENEFITS (VA only)	INCOME LOSS BENEFITS (VA only)
	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$
TOTAL PREMIUMS					\$	\$	\$	\$
MINIMUM PREMIUMS					\$	\$	\$	\$

When used as a premium basis:

Gross Receipts means the total amount to which you are entitled for shipping or transporting property during the policy period regardless of whether you or any other carrier originate the shipment or transportation. "Gross Receipts" includes the total amount received from renting equipment, with or without drivers, to anyone who is not a "trucker" and 15% of the total amount received from renting any equipment to any "trucker". Gross Receipts does not include:

- Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own ICC or PUC permits.
- Advertising Revenue.
- Taxes which you collect as a separate item and remit directly to a governmental division.
- C.O.D. collections for cost of mail or merchandise including collection fees.
- Warehouse storage fees.

**COMMERCIAL AUTO COVERAGE PART
MOTOR CARRIER COVERAGE FORM**

DECLARATIONS

ITEM ONE – Named Insured		Policy Number	
Coverage Part Effective	Policy Period		
	From	To	
ITEM TWO – SCHEDULE OF COVERAGES AND COVERED AUTOS			
<p>This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Motor Carrier Coverage Form next to the name of the coverage.</p>			
COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTO Section of the Motor Carrier Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY		\$	
PERSONAL INJURY PROTECTION (or equivalent No-Fault coverage)		Separately Stated in Each PIP Endorsement Minus \$ Deductible.	
ADDED PERSONAL INJURY PROTECTION (or equivalent Added No-Fault coverage)		Separately Stated In Each Added PIP Endorsement	
PROPERTY PROTECTION INSURANCE (Michigan only)		Separately Stated in Each PPI Endorsement Minus \$ Deductible.	
MEDICAL PAYMENTS		\$	
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia only)		SEPARATELY STATED IN EACH MEDICAL EXPENSE AND INCOME LOSS BENEFITS ENDORSEMENT	
UNINSURED MOTORISTS		\$	
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)		\$	
TRAILER INTERCHANGE	COMPREHENSIVE COVERAGE	Actual Cash Value, Cost of Repair or \$, Whichever is Less	
	SPECIFIED CAUSES OF LOSS COVERAGE	Actual Cash Value, Cost of Repair or \$, Whichever is Less, Minus \$ Deductible for Each Covered Auto for Loss Caused by Mischief or Vandalism	
	COLLISION COVERAGE	Actual Cash Value, Cost of Repair or \$, Whichever is Less ,Minus \$ Deductible for Each Covered Auto	

COVERAGES		COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTO Section of the Motor Carrier Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
PHYSICAL DAMAGE	COMPREHENSIVE COVERAGE		Actual Cash Value or Cost of Repair, Whichever is Less Minus any Specified Deductible Under Item THREE or FOUR Applicable for Each Covered Auto But No Deductible Applies to Loss Caused By Fire or Lightning †	
	SPECIFIED CAUSES OF LOSS COVERAGE		Actual Cash Value or Cost of Repair, Whichever is Less Minus \$ Deductible for Each Covered Auto for Loss Caused by Mischief or Vandalism	
	COLLISION COVERAGE		Actual Cash Value or Cost of Repair, Whichever is Less Minus any Specified Deductible Under Item THREE or FOUR Applicable for Each Covered Auto †	
	TOWING AND LABOR		\$ For Each Disablement of a Private Passenger Auto	
† See Item FOUR for hired or borrowed "autos".		PREMIUM FOR ENDORSEMENTS \$		
MCCA SURCHARGE \$				
* ESTIMATED TOTAL PREMIUM FOR THIS COVERAGE PART \$ *This policy may be subject to final audit.				
FORMS AND ENDORSEMENTS applying to this Coverage Part:				

ITEM THREE – SCHEDULE OF COVERED AUTOS YOU OWN

No.	Year	Trade Name and Body Type	* GVW/GCW or Seating Cap.	Vehicle Identification Number (VIN)	Place of Principal Garaging		Radius of Operation (Miles)	Business Use C = Comm R = Retail S = Service	Original Cost New or Symbol
					Location	Terr. Zone			
1									
2									
3									
4									
5									

COVERAGES/PREMIUM INDICATOR AND DEDUCTIBLE CODES An (X) denotes premium is included and coverage is provided.

No.	Liab.	PIP	Added PIP	MCCA	PPI (MI only)	Med. Pay.	Med. Expense & Income Loss (VA only)	UM	UIM	Class	Insurance Valuation (Stated Amt.)	Comprehensive Deductible	Specified Causes of Loss Deductible	Collision Deductible	Towing
1															
2															
3															
4															
5															

* GVW - Gross Vehicle Weight; GCW - Gross Combination Weight

Except for Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below As Interests May Appear At The Time Of Loss.

LOSS PAYEE(S), (Name and Address) See Loss Payable Clause	
Auto	Name Street, City, State and Zip Number

ITEM FOUR – SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS.

LIABILITY COVERAGE - RATING BASIS, NUMBER OF DAYS - AUTOS USED IN YOUR MOTOR CARRIER OPERATIONS		
Estimated Cost of Hire	Rate Per Each \$100 Cost of Hire	Total Estimated Premium
		\$

LIABILITY COVERAGE - RATING BASIS, COST OF HIRE - AUTOS NOT USED IN YOUR MOTOR CARRIER OPERATIONS				
STATE	ESTIMATED COST OF HIRE FOR EACH STATE	Rate Per Each \$100 Cost of Hire	Factor (If Liability Coverage is Primary)	PREMIUM
				\$
Total Premium				\$

LIABILITY COVERAGE – RATING BASIS, NUMBER OF DAYS – (For Mobile or Farm Equipment - Rental Period Basis)				
STATE	Estimated Number of Days Equipment Will Be Rented	Base Premium	Factor	PREMIUM
		\$		\$
Total Premium				\$

Physical Damage Coverage

Coverages	Limit of Insurance The Most We Will Pay Deductible	Estimated Annual Cost of Hire	Rate Per Each \$100 Annual Cost of Hire	Premium
Comprehensive	Actual Cash Value, Cost of Repairs or \$ Whichever is Less, Minus \$ Ded. For Each Covered Auto But No Deductible Applies to Loss Caused By Fire or Lightning			\$
Specified Causes of Loss	Actual Cash Value, Cost of Repairs or \$ Whichever is Less, Minus \$ Ded. For Each Covered Auto for Loss Caused By Mischief or Vandalism			\$
Collision	Actual Cash Value, Cost of Repairs or \$ Whichever is Less, Minus \$ Ded. For Each Covered Auto			\$
Total Premium				\$

Cost of Hire means:

- (a) The total dollar amount of costs you incurred for the hire of automobiles (including trailers and semi-trailers), and if not included therein;
- (b) The total remunerations of all operators and drivers helpers, of hired automobiles whether hired with a driver by lessor or an "employee" of the lessee, or any other third party; and
- (c) The total dollar amount of any other costs (i.e. repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by the insured, paid to the lessor or owner, or paid to others.

ITEM FIVE – SCHEDULE FOR NON-OWNERSHIP LIABILITY

Rating Basis	Number	Premium
Number of Employees		\$
Number of Partners		\$
Total Premium		\$

ITEM SIX – TRAILER INTERCHANGE COVERAGE

PART SIX - FINDER INTERMEDIATE COVERAGE		
Coverages	Limit of Insurance	Estimated Premium
Comprehensive	Stated in Item Two	\$
Specified Causes of Loss		\$
Collision		\$
Total Premium		\$

ITEM SEVEN – SCHEDULE FOR GROSS RECEIPTS RATING BASIS - LIABILITY COVERAGE

ITEM SEVEN - SCHEDULE F OR GROSS RECEIPT RATING BASIS - LIABILITY COVERAGE								
ESTIMATED YEARLY <input type="checkbox"/> Gross Receipts	RATES				PREMIUMS			
	Per \$100 of Gross Receipts							
	LIABILITY	AUTO MEDICAL PAYMENTS	MEDICAL EXPENSE BENEFITS (VA only)	INCOME LOSS BENEFITS (VA only)	LIABILITY	AUTO MEDICAL PAYMENTS	MEDICAL EXPENSE BENEFITS (VA only)	INCOME LOSS BENEFITS (VA only)
	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$
TOTAL PREMIUMS					\$	\$	\$	\$
MINIMUM PREMIUMS					\$	\$	\$	\$

When used as a premium basis:

Gross Receipts means the total amount to which you are entitled for shipping or transporting property during the policy period regardless of whether you or any other carrier originate the shipment or transportation. "Gross Receipts" includes the total amount received from renting equipment, with or without drivers, to anyone who is not a "motor carrier" and 15% of the total amount received from renting any equipment to any "motor carrier." Gross Receipts does not include:

- A. Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own ICC or PUC permits.
- B. Advertising Revenue.
- C. Taxes which you collect as a separate item and remit directly to a governmental division.
- D. C.O.D. collections for cost of mail or merchandise including collection fees.
- E. Warehouse storage fees.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO DEALERS SUPPLEMENTAL COVERAGES

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

The additional Supplemental Coverages provided by this endorsement are as follows:

COVERAGE A – EMPLOYEES’ TOOLS

COVERAGE B – VEHICLE DAMAGE TO LEASED PROPERTY

COVERAGE C – FRAUDULENT, FORGED OR COUNTERFEIT TITLE

COVERAGE D – CONSUMER COMPLAINT PROTECTION

Premium \$ _____

COVERAGE A – EMPLOYEES’ TOOLS

A. Coverages

We will pay for “loss” to Covered Property from any of the Covered Causes of Loss.

1. **Covered Property**, as used in this Coverage Section, means portable tools owned by your “employees” and used by them in the conduct of your business.

2. Property Not Covered

Covered Property does not include:

- a. Automobiles, trucks, tractors, trailers or semi-trailers;
- b. Contraband or property in the course of illegal transportation or trade.

3. Covered Causes of Loss

Covered Causes of Loss means risks of direct physical loss to Covered Property caused by an “accident” while the Covered Property is being used in the conduct of your “garage operations” or located at the site of your “garage operations” except those causes of “loss” listed in Paragraph B. - Exclusions, in this Coverage Section.

4. Additional Coverage – Collapse

We will pay for direct physical “loss” to Covered Property caused by or resulting from the collapse of all or part of a building or structure caused by one or more of the following:

- a. Fire, lightning, windstorm, hail, explosion, smoke, aircraft, vehicles, riot, civil commotion, vandalism, breakage of glass, falling objects, weight of snow, ice or sleet, water damage, all only as covered in Coverage A.
- b. Decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
- c. Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
- d. Weight of people or personal property.
- e. Weight of rain that collects on a roof.
- f. Use of defective materials or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation

This Additional Coverage does not increase the Limits of Insurance provided in Coverage A.

B. Exclusions

1. We will not pay for "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for "loss" caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under Coverage A.

b. Nuclear Hazard

Nuclear reaction or radiation or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the "loss" caused by that fire, if the fire would be covered under Coverage A.

c. War and Military Action

- (1) War, including undeclared or civil war.
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

d. Water

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow;
- (3) Water which backs up or overflows from a sewer, drain or sump;
- (4) Water under the ground surface including water that is pressing on, leaking, flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or any other openings.

But, if Water, as described in **d.(1)** through **d.(4)** above, results in fire, explosion, or sprinkler leakage we will pay for the "loss" caused by that fire, explosion, or sprinkler leakage, if these causes of "loss" would be covered under Coverage A.

2. We will not pay for "loss" caused by or resulting from any of the following:
 - a. Voluntary parting with any property by you, your employees or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
 - b. Unauthorized instructions to transfer property to any person or to any place.
 - c. Theft, unless caused by burglary which must be the felonious abstraction of the property covered from within a securely locked building or enclosed vehicle and/or compartment thereof by persons making actual forced entry and/or exit of which there is visible evidence of physical damage, but excluding any loss of the property covered from an unlocked vehicle other than a common carrier unless said vehicle is garaged within a securely locked building.
 - d. Delay or loss of market.
 - e. Unexplained disappearance.
 - f. Shortage found upon taking inventory.

- g.** Dishonest acts by you, anyone else with an interest in the property, your or their “employees” or authorized representatives or anyone entrusted with the property whether or not acting alone or in collusion with other persons or occurring during the hours of employment

But this exclusion does not apply to a carrier for hire.

- h.** Loss of fluids and gases by leakage or spillage.
- i.** Artificially generated current creating a short circuit or other electric disturbance within an article covered under this Coverage Section.

But we will pay for direct “loss” caused by resulting fire or explosion, if these causes of “loss” would be covered under Coverage A.

This exclusion only applies to “loss” to that article in which the disturbance occurs.

- 3.** We will not pay for a “loss” to Covered Property caused by or resulting from any of the following.
 - a.** Collapse except as provided in the Additional Coverage-Collapse section of Coverage A.
 - b.** Wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration, depreciation, mechanical breakdown, insects, vermin, rodents, corrosion, rust, dampness, cold or heat, rotting, chemicals or molding.

But if “loss” to other Covered Property by a Covered Cause of Loss results, we will pay for that resulting “loss”.

C. Limits of Insurance

The most we will pay for “loss” in any one occurrence is \$1,000 subject to a maximum limit of insurance of \$500 for any individual “employee” and no more than \$250 for any one tool. We have no obligation to defend you or any “insured” in any lawsuit relating to any “loss” which is covered by this coverage part. Our sole liability under this coverage part is to pay you or reimburse you for “losses” covered by the insurance provided under this Coverage A subject to the Limits of Insurance set forth in this paragraph after application of paragraph 14. Valuation under Additional Conditions Applicable To Coverages A and B.

D. Deductible

We will not pay for “loss” in any one occurrence until the amount of the adjusted “loss” before applying the applicable Limits of Insurance exceeds \$50. We will then pay the amount of the adjusted loss in excess of the Deductible, up to the applicable Limit of Insurance.

COVERAGE B – VEHICLE DAMAGE TO LEASED PROPERTY

A. Coverage

We will pay for vehicle damage “losses” to covered “leased property” resulting from the accidental and actual physical contact of a covered “auto” with the covered “leased property”.

B. Covered Property

“Leased property” which consists principally of leased buildings, machinery and equipment, fixtures, pumps and tanks and outdoor equipment, pertains to the maintenance, service or occupancy of the premises and while at the location(s) described in the Declarations.

C. Limit of Insurance

The most we will pay for vehicle damage "losses" to covered "leased property" resulting from the actual physical contact of a covered "auto" are the Each "Accident" and Aggregate Limits of Liability shown in the Declarations for "Garage Operations"- Other Than Covered "Autos". Vehicle damage to "leased property" covers the expense to repair or replace the property covered hereunder, but in no event shall the limit exceed the amount specified under Item Two. We have no obligation to defend you or any "insured" in any lawsuit relating to any "loss" which is covered by this coverage part. Our sole obligation under this Coverage B is to pay or reimburse you for "losses" covered by this insurance but subject to the Limit of Insurance set forth in this paragraph after application of paragraph 14. Valuation under Additional Conditions Applicable To Coverages A and B

D. Deductible

We shall be liable only when "loss" in each "accident" exceeds the deductible of \$250 and then only for "loss" in excess thereof.

Additional Conditions Applicable To Coverages A and B.

1. Duties in the Event of Loss

You must see that the following are done in the event of "loss" to Covered Property.

- a. Notify the police if a law may have been broken.
- b. Give us prompt notice of the "loss". Include a description of the property involved.
- c. As soon as possible, give us a description of how, when and where the "loss" occurred.
- d. Take all reasonable steps to protect the Covered Property from further damage, and, if feasible, set the damage property aside and in the best possible order for examination. Also keep a record of your expenses for consideration in the settlement of the claim.
- e. Make no statement that will assume any obligation or admit any liability, for any "loss" for which we may be liable, without our consent.
- f. As often as may be reasonably required, permit us to inspect the property proving the "loss" and examine your books and records.
- g. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. In such event, your answers must be signed.
- h. Send us a signed, sworn proof of "loss" containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- i. Promptly send us any legal papers or notices concerning the "loss".
- j. Cooperate with us in the investigation or settlement of this claim.

2. Insurance Under Two or More Coverages

If two or more of this policy's coverages apply to the same "loss", we will not pay more than the actual amount of the "loss".

3. Loss Payment

We will pay or make good any "loss" covered under Coverage A or Coverage B within 30 days after:

- a. We reach agreement with you;
- b. The entry of final judgment; or
- c. The filing of an appraisal award.

We will not be liable for any part of a "loss" that has been paid or made good by others.

4. Other Insurance

If there is other insurance covering the same "loss" or damage as the insurance provided under Coverage A or B, we will pay only for the amount of covered "loss" or damage in excess of the amount due from that other insurance, whether you can collect on it or not.

5. Pair, Sets or Parts

a. Pair or Sets. In case of "loss" to any part of a pair or set, we may:

- (1) Repair or replace any part to restore the pair or set to its value before the "loss"; or
- (2) Pay the difference between the value of the pair or set before and after the "loss".

b. Parts. In case of "loss" to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

6. Privilege to Adjust with Owner

We have the right, but not the obligation to settle the "loss" with the owners of the property. A receipt for payment from the owners of that property will satisfy any claim of yours. We shall never be required to pay the owner of the property more than our Limits of Insurance as set forth in paragraph C of Coverages A or B, whichever is applicable, after application of paragraph 14. Valuation under this Additional Conditions Applicable To Coverages A and B section.

7. Recoveries

Any recovery or salvage on a "loss" will accrue entirely to our benefit until the sum paid by us has been made up.

8. Transfer of Rights of Recovery Against Others to Us.

If any person or organization to or for whom we make payment under Coverage A or B has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after "loss" to impair them.

9. Abandonment

There can be no abandonment of any property to us.

10. Appraisal

If we and you disagree on the value of the property or the amount of "loss", either may make written demand for an appraisal of the "loss". In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of the court having jurisdiction. The appraisers will state separately the value of the property and the amount of "loss". If they fail to agree, they will submit their difference to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

11. Legal Action Against Us

No one may bring legal action against us under Coverage A or Coverage B unless:

- a. There has been full compliance with all the terms of Coverage A and Coverage B.
- b. The action is brought within 2 years after the date on which the direct physical "loss" occurred.

12. No Benefit to Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

13. Policy Period

We cover "loss" commencing during the policy period shown in the Declarations.

14. Valuation

The value of property will be the least of the following amounts:

- a. The actual cash value of that property immediately prior to the loss;
- b. The cost of reasonably restoring that property to its condition immediately prior to the "loss"; or
- c. The cost of replacing that property with property that is equal in function and appearance to the property replaced.

In the event of "loss", the value of the property will be determined as of the time immediately prior to the "loss".

Regardless of the Valuation of Covered Property as established in this paragraph, the most we will pay for any "loss" to Covered Property are the applicable amounts set forth in this endorsement in paragraph C. Limit of Insurance under Coverage A or B, whichever is applicable.

15. Concealment, Misrepresentation or Fraud

This Coverage is void in any case of fraud by you relating to Coverage A or Coverage B at any time. It is also void if you or any other insured, intentionally conceal or misrepresent a material fact concerning:

- a. Coverage A or Coverage B;
- b. The Covered Property;
- c. Your interest in the Covered Property; or
- d. A claim under Coverage A or Coverage B.

ADDITIONAL DEFINITION APPLICABLE TO COVERAGES A AND B.

As used in Coverage A and Coverage B:

"Loss" means direct and accidental loss or damage.

COVERAGE C – FRAUDULENT, FORGED OR COUNTERFEIT TITLE

A. Coverage

We will pay for your "loss" sustained during the policy period shown in the Declarations due to the acceptance, in good faith, in exchange for merchandise, money or services, any "title" to an "auto", if the "title" is proven to be fraudulent, counterfeit or forged and a criminal warrant is obtained for the arrest of the person or persons executing the "title".

B. Exclusions

This insurance does not apply to:

1. dishonest acts committed by you, your partners, officers, "employees", stockholders or agents;
2. any loss where a "title" is fraudulent solely because of a lien or security interest against the "auto" not being recorded on the "title".

C. Limit of Insurance

The most we will pay for "loss" is the smaller of the following amounts;"

1. The amount you paid to acquire title to the "auto";
2. the "Average Trade-In" value of the "auto" as shown in the NADA Used Car Guide.

D. Additional Definitions

As used in this Coverage Section:

"Title" means a written documentation of ownership issued by governmental authority.

"Loss" occurs when you must return an "auto" to its rightful owner or any law enforcement or governmental authority after you acquire it by accepting a fraudulent, counterfeit or forged "title".

COVERAGE D – CONSUMER COMPLAINT PROTECTION

A. Coverage

We will pay on your behalf all sums that you incur as defense costs arising from a “consumer complaint” resulting from your “garage operations”.

We shall have the right and duty to defend any “consumer complaint” against you, even if the allegations of the “suit” are groundless, false or fraudulent. We may investigate and defend any claim or “suit” as we consider appropriate. Our duty to defend ends when the amount we have paid in the defense of all “consumer complaints” resulting from your “garage operations” equals \$15,000.

B. Exclusions

This insurance does not apply to:

- a. An “accident” resulting in “bodily injury” or “property damage”;
- b. Any obligation for which you or any carrier as your insurer may be held liable under any worker compensation disability benefit law, or under any similar law;
- c. Any “consumer complaint” unless you have first made a good faith effort to resolve any underlying claim by amicable means;
- d. Any “consumer complaint” if caused by any dishonest, fraudulent, intentional or criminal act committed by you, your employees, officers or partners;
- e. Any “consumer complaint” because of recall or removal of goods from the market or use due to known or suspected defects or deficiencies in products or services, or the recall or removal of products or work you performed, or other property of which they form a part, due to a known or suspect defect or deficiency they contain;
- f. Any obligations arising from an implied warranty;
- g. Damages which are covered under any manufacturer’s warranty or any extended warranty or mechanical breakdown agreement;
- h. Any sums you become legally obligated to pay (including judgment interest) not otherwise provided by this coverage;
- i. Any “consumer complaint” settlement or judgment;
- j. Pre-judgment interest, post judgment interest and delay damages;
- k. Premiums for or the furnishing of bonds to release attachments and appeal bonds;
- l. Any litigation expense incurred by you which is not pre-approved by us.

C. Limit of Insurance

Regardless of the number of “insureds”, claims made or “suits” brought, or automobiles involved during the annual policy term, the most we will pay for the aggregate total of all “consumer complaint” defense costs resulting from your “garage operations” for “suits” brought during the policy period is \$15,000.

D. Condition

We have no obligation to defend you or reimburse you for any defense costs arising from a “consumer complaint” against you if another insurer has an obligation to defend you for such claim or suit.

E. Additional Definitions

As used in this Coverage Section:

“Consumer complaint” means any “suit” brought against you during the policy period by or on behalf of your customer, and arising out of the sale, service or repair of your product, other than as a direct result of an “accident” resulting in “bodily injury” or “property damage” or the sale of a “new auto”.

“New auto” means any “unused auto” which is subject to the lemon laws of the state in which your “garage operations” are conducted. This includes an auto used as a demonstrator or dealer auto prior to its sale by you.

“Unused auto” means any auto which was not previously owned, purchased or registered before its sale by you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTINGENT PHYSICAL DAMAGE COVERAGE
LEASING CONCERNS**

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULE

Number of Leased Autos	Rate (Per Leased Auto / Per Month)	Estimated Annual Premium
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A. COVERAGE

Section IV, Physical Damage Coverage, of the Garage Coverage Form is amended to include the following:

Comprehensive and Collision Coverage provided by the policy for a covered "auto" that is a "leased auto" applies, subject to the following provisions:

- a. The lessee has furnished you with a certificate of insurance, a copy of the policy or a copy of the endorsement making you an additional insured on the lessee's policy as required by the leasing agreement; and
- b. At the time of an "accident", the insurance required by the leasing agreement is not collectible.

B. LIMIT OF INSURANCE

The limit of liability provided by this endorsement for each covered "Auto" which is a "leased auto" is the actual cash value of the vehicle immediately prior to the "loss" or the amount necessary to restore the vehicle to its pre-accident condition, whichever is less, minus the deductible stated below:

Coverage	Deductible
Comprehensive	\$250 each covered "auto"
Collision	\$500 each covered "auto"

The insurance provided by this endorsement is excess over any other collectible insurance, whether primary, excess or contingent, unless such insurance is specifically written to apply excess of this policy.

C. CONDITIONS

If the lessee's policy is cancelled, the insurance provided by this endorsement ends the earlier of the following dates:

1. The date you regain custody of the "leased auto"; or
2. 30 days after the effective date of cancellation of lessee's policy.

D. DEFINITIONS

As used in this endorsement, the following definition is added:

“Leased auto” means an “auto” you lease to a lessee for one year or more, including any substitute, replacement or extra “auto” needed to meet seasonal or other needs, under a lease agreement which requires the lessee to provide primary insurance for you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REPAIR COST REIMBURSEMENT

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

A. The following is added to Paragraph C. Limit of Insurance And Deductible under Section III – Garagekeepers Coverage:

4. Notwithstanding anything else in Paragraph C. Limit of Insurance And Deductible to the contrary, the sole amount payable to you for repairs to a “customer’s auto” that are made by you or your employees shall be the retail cost of labor and 75% of the retail price of parts and materials used in making repairs or replacements.

B. The following is added to Paragraph C. Limits of Insurance under Section IV – Physical Damage Coverage:

5. Notwithstanding anything else in Paragraph C. Limits of Insurance to the contrary, the sole amount payable to you for repairs to covered “autos” that are made by you or your employees shall be the retail cost of labor and 75% of the retail price of parts and materials used in making repairs or replacements.

Neither Section A nor Section B of this endorsement apply to the “total loss” of covered “autos” or when no parts or materials are actually replaced. Further, this endorsement does not increase our Limit of Insurance.

C. For purposes of this endorsement only:

“Total loss” means that the cost of repairs for an “auto”, plus the salvage value of the “auto”, exceeds the “wholesale value” of the “auto”.

“Wholesale value” means: 1) your cost exclusive of your profit or overhead expenses for a “new auto”; 2) your actual cost, exclusive of your profit or overhead expenses, depreciation mileage and wear and tear for a “demonstrator”; or, 3) the value based on auction reports and dealer wholesale reports on a similar “auto” in your area for other than a “new auto” or “demonstrator”.

“New auto” means an “auto” not older than the current or previous model year which:

- a. has not been damaged in any previous “loss”;
- b. has not been registered or titled; and
- c. has not been used for any purpose other than road testing, dealer exchanges or transporting to or from conversion/uplifting facilities.

“Demonstrator” means an “auto” not older than the current or previous model year which:

- a. has not been registered or titled; and
- b. is used in your sales or service operations.

D. Except as modified herein, all other terms, conditions and exclusions of your policy continue to apply.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM**

Policy #
Initials

**CA-7117
(Ed. 3-91)**

NAMED DRIVER EXCLUSION

It is understood and agreed that the insurance afforded by this policy shall not apply with respect to any claims arising from accidents which occur while any "auto" is being operated by the driver(s) listed below.

Name of Excluded Driver(s)

Date of Birth

Accepted by _____
Signature of First Named Insured

Date _____

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BROADENED POLLUTION LIABILITY COVERAGE – COVERED AUTOS
DESIGNATED OPERATIONS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM

Schedule

Each Pollution Incident Limit	\$ 100,000
Pollution Liability Aggregate Limit	\$ 100,000
Deductible Amount	\$ _____ Each Pollution Incident
Premium	\$ _____

Designated Operations:

(If not entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. The following is added to Section II – Liability Coverage, A. Coverage of the Business Auto, Motor Carrier and Truckers Coverage Forms and A.2. "Garage Operations" – Covered "Autos" of the Garage Coverage Form:

POLLUTION LIABILITY COVERAGE

Subject to the applicable Limit of Insurance, we will pay all sums an "insured" must legally pay

- a. as damages because of "bodily injury" and "property damage"; and
- b. as a "covered pollution cost or expense" arising out of a "pollution incident" to which this insurance applies and the designated operations shown in the Schedule.

2. **Section II – LIABILITY COVERAGE, Part B. EXCLUSIONS** is changed as follows:

Paragraph a. of the POLLUTION EXCLUSION of the Business Auto, Motor Carrier and Truckers Coverage Forms and of the POLLUTION EXCLUSION APPLICABLE TO "GARAGE OPERATIONS" - COVERED "AUTOS" of the Garage Coverage Form apply only to liability assumed under a contract or agreement.

3. The following exclusion is added to SECTION II - LIABILITY COVERAGES, B. EXCLUSIONS:

NUCLEAR EXCLUSION

This insurance does not apply to any "bodily injury", "property damage" or "covered pollution cost or expense" to clean up, remove, treat or contain any radioactive material or the "hazardous properties" of "nuclear material" pursuant to the Atomic Energy Act of 1954 or any amendatory law thereof.

As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material" and "by-product material" have the meanings given to them in the Atomic Energy Act of 1954 or any amendatory law thereof.

4. SECTION II – LIABILITY COVERAGE, C. LIMIT OF INSURANCE of the Business Auto, Motor Carrier and Truckers Coverage Forms and C.2. **LIMIT OF INSURANCE – “GARAGE OPERATIONS”– COVERED “AUTOS”** of the Garage Coverage Form are amended to add the following:

- a. Regardless of the number of covered “autos”, “insureds”, premium paid, claims made or “suits” brought or persons or organizations making claims or bringing “suits”, the most we will pay for the sum of all damages and “covered pollution cost or expense” arising out of a “pollution incident” to which this insurance applies and the designated operations shown in the Schedule is the Pollution Liability Aggregate Limit shown in the Schedule above.
- b. Subject to a. above, the Each Pollution Incident Limit is the most we will pay for the sum of all damages because of a “pollution incident” arising out of any one claim or “suit”.
- c. The amount that we pay under this endorsement for all damages and “covered pollution cost or expense” arising out of a “pollution incident” is included within and not in addition to the Each “Accident” Limit of Insurance - “Garage Operations” - Covered “Autos” for Liability Coverage shown in the Declarations.

5. DEDUCTIBLE

Our obligation to pay damages for “bodily injury”, “property damage” or “covered pollution cost or expense” on your behalf arising out of a “pollution incident” and the designated operations shown in the schedule applies only to the amount of damages or “covered pollution cost or expense” in excess of any deductible amount stated in the Schedule of this endorsement as applicable to Each Pollution Incident Limit. Neither the Each Pollution Incident Limit nor the Pollution Liability Aggregate Limit will be reduced by the application of the deductible amount.

To settle any claim or “suit” we may pay all or any part of any deductible shown in the Schedule. If this happens, you must reimburse us for the deductible or the part of the deductible we paid.

6. Solely with respect to the Coverage provided by this endorsement, the Definitions Section is amended as follows”:

- a. The following definition is added:

“Pollution incident” means the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants”:

That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered “auto”;
- (2) Otherwise in the course of transit by or on behalf of the “insured”; or
- (3) Being stored, disposed of, treated or processed in or upon the covered “auto”.

A “pollution incident” must result from an “accident”.

- b. Items a. (1), (2) and (3) are deleted from the definition of “covered pollution cost or expense”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED POLLUTION COVERAGE – OTHER THAN COVERED AUTOS
DESIGNATED GARAGE OPERATIONS OR PREMISES**

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

Schedule

Each Pollution Incident Limit	\$ 100,000
Pollution Liability Aggregate Limit	\$ 100,000
Deductible Amount	\$ _____ Each Pollution Incident
Premium	\$ _____

Designated Garage Operations or Premises:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. The following is added to SECTION II – LIABILITY
COVERAGE “GARAGE OPERATIONS” - OTHER
THAN COVERED “AUTOS”:**

LIMITED POLLUTION COVERAGE

1. Insuring Agreement.

- a.** We will pay those sums that the insured becomes legally obligated to pay:

(1) As damages because of:

(a) “bodily injury”; or

(b) “property damage”; or

(2) As “covered pollution cost or expense” because of “environmental damage” which directly results from physical injury to tangible property;

to which this insurance applies. We will have the right and duty to defend any “suit” seeking these damages. However, we will have no duty to defend the insured against any “suit” seeking these damages to which this insurance does not apply. We may at our discretion investigate any “pollution incident” and settle any claim or “suit” that may result. But:

(1) The amount we will pay for damages and “covered pollution cost or expense” is limited as described in C., SECTION II LIABILITY COVERAGE, C.1. – AGGREGATE LIMIT OF INSURANCE of this endorsement; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgements, settlements or “covered pollution cost or expense”.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SECTION II LIABILITY COVERAGE 4. COVERAGE EXTENSIONS, a. SUPPLEMENTARY PAYMENTS.

- b.** This insurance applies to “bodily injury”, “property damage” and “environmental damage” only with respect to the “garage operations” or premises shown in the schedule and only if:

(1) The “bodily injury”, “property damage” or “environmental damage” arises out of a “pollution incident”:

(a) on or from an "insured site", in the coverage territory;

(b) that begins at an identified time and place and ends in its entirety within 72 hours; and

(c) provided you have notified us of the "pollution incident" as soon as practicable, but no more than 14 days after its ending; and

(d) that it is accidental;
and

(2) The "bodily injury", "property damage" or "environmental damage" occurs during the policy period.

c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of service, or death resulting at any time from "bodily injury".

B. EXCLUSIONS

Solely with respect to the Coverage provided by this endorsement, exclusion B.8. under Section II Liability Coverage is replaced by the following:

The insurance provided by this endorsement does not apply to:

1. "Bodily injury", "property damage" or "environmental damage" arising out of the actual or alleged emission, discharge, release or escape of "pollutants" that is expected or intended from the standpoint of the insured.

2. "Bodily injury", "property damage" or "environmental damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. "Bodily injury" to:

a. An employee of the insured arising out of and in the course of:

(1) employment by the insured; or

(2) performing duties related to the conduct of the insured's business

b. The spouse, child, parent, brother or sister of that employee as a consequence of (a) above.

This exclusion applies:

a. Whether or not the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who may pay damages because of the injury.

5. "Property damage", or "environmental damage" to:

a. A "waste facility";

b. Property you own, rent or occupy now or at any time in the past;

c. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

d. Property loaned to an insured; or

e. Personal property in the care, custody or control of an insured.

6. "Bodily injury" caused by or arising out of "products" and "work you performed" and "property damage" or "environmental damage" to, caused by, or arising out of "products" and "work you performed".

7. "Bodily injury", "property damage" or "environmental damage" arising out of the ownership or operation of any offshore facility as defined in the Outer Continental Shelf Lands Act Amendment of 1978 or the Clean Water Act of 1977 as amended 1978 or any deepwater port as defined in the Deepwater Port Act of 1974 as amended or as may be amended.

8. "Bodily injury", "property damage" or "environmental damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto", rolling stock or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

9. "Bodily injury", "property damage" or "environmental damage" arising out of the emission, discharge, release or escape of drilling fluid, oil, gas or other fluids from any oil, gas, mineral, water or geothermal well.

10. "Bodily injury", "property damage" or "environmental damage" arising out of a "pollution incident" which results from or is directly or indirectly attributable to failure to comply with any applicable statute, regulation, ordinance, directive or order relating to the protection of the environment and promulgated by any governmental body, provided that failure to comply is a willful or deliberate act or omission of:

a. The insured; or

b. You or any of your members, partners or executive officers.

11. "Bodily injury", "property damage" or "environmental damage" arising out of acid rain.

12. Any loss, cost or expense arising out of any request, demand or order by a governmental body that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants" at any site which is included or proposed for inclusion on a governmental body's clean-up priority list.

13. "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

14. Any multiple, punitive or exemplary damages.

15. "Bodily injury", "property damage" or "environmental damage" from any "insured site", on which any insured, or any contractor or subcontractor working directly or indirectly on any insured's behalf, are performing operations.

This exclusion does not apply if the "pollutants" are brought on or to an "insured site" by such insured, contractor or subcontractor.

16. "Bodily injury", "property damage" or "environmental damage" arising out of any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste.

17. "Bodily injury", "property damage" or "environmental damage" arising out of "pollutants" which are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for any insured or any person or organization for whom you may be legally responsible.

18. "Bodily injury", "property damage" or "environmental damage" arising out of any premises, site or location on which any insured, or any contractors or subcontractors working directly or indirectly on any insured's behalf, are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

19. "Bodily injury", "property damage", or "environmental damage" arising from any storage tank or other container, ducts or piping which are below or partially below the surface of the ground or water which, at any time, has been buried under the surface of the ground or water and then subsequently exposed by erosion, excavation or any other means.

20. "Bodily injury", "property damage" or "covered pollution cost or expense" to clean up, remove, treat or contain any radioactive material or the "hazardous properties" of "nuclear material" pursuant to the Atomic Energy Act of 1954 or any amendatory law thereof.

As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" and "by-product material".

"Source material", "special nuclear material" and "by-product material" have the meanings given to them in the Atomic Energy Act of 1954 or any amendatory law thereof.

21. "Bodily injury" sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building.

22. "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor.

C. SECTION II – LIABILITY COVERAGE, C.1. AGGREGATE LIMIT OF INSURANCE – "GARAGE OPERATIONS" – OTHER THAN COVERED "AUTOS" is amended to add the following:

1. Regardless of the number of "insureds", premium paid, claims made or "suits" brought or persons or organizations making claims or bringing "suits", the most we will pay for the sum of all damages and "covered pollution cost or expense" arising out of a "pollution incident" and the designated "garage operations" or premises shown in the Schedule is the Pollution Liability Aggregate Limit shown in the Schedule above.

2. Subject to 1. above, the Each Pollution Incident Limit is the most we will pay for the sum of all damages because of a "pollution incident" arising out of any one claim or "suit".

3. The amount that we pay under this endorsement for all damages and "covered pollution cost or expense" arising out of a "pollution incident" is included within and not in addition to the Each "Accident" Limit of Insurance – "Garage Operations" – Other Than Covered "Autos" for Liability Coverage shown in the Declarations.
4. Any and all damages and "covered pollution cost or expense" paid under the terms and conditions of this endorsement will further be applied against and will reduce the Aggregates Limit of Insurance – "Garage Operations – Other Than Covered "Autos" for Liability Coverage shown in the Declarations in the same manner and in addition to all other coverages of your policy that are also subject to the Aggregate Limit of Insurance – "Garage Operations – Other Than Covered "Autos" for Liability Coverage.

D. DEDUCTIBLE

The following is added to Section II Liability Coverage under D. Deductible:

Our obligation to pay damages for "bodily injury", "property damage" or "covered pollution cost or expense" on your behalf arising out of a "pollution incident" and the "garage operations" or premises shown in the Schedule applies only to the amount of damages or "covered pollution cost or expense" in excess of any deductible amount stated in the Schedule of this endorsement as applicable to the Each Pollution Incident Limit. Neither the Each Pollution Incident Limit nor the Pollution Liability Aggregate Limit will be reduced by the application of the deductible amount.

To settle any claim or "suit" we may pay all or any part of any deductible shown in the Schedule. If this happens, you must reimburse us for the deductible or the part of the deductible we paid.

E. Solely for purposes of this endorsement, the following definitions are added to Section VI – DEFINITIONS:

"Environmental damage" means the injurious presence of "pollutants" in or upon land, the atmosphere, or any watercourse or body of water.

"Insured site" means:

1. The specific garage location shown in the schedule.
2. Any premises, site or location on which you or any contractors or subcontractors working directly or indirectly on any insured's behalf, are performing "garage operations" provided that the premises, site or location is not, never was, owned by, occupied by, rented to or loaned to you.

"Loading or unloading" means the handling of property:

1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
2. While it is in or on an aircraft, watercraft or "auto"; or
3. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

"Pollution incident" means emission, discharge, release or escape of "pollutants" from an "insured site" into or upon land, the atmosphere, or any watercourse or body of water, provided that such emission, discharge, release or escape results in "environmental damage". All "bodily injury", "property damage" and "environmental damage" arising out of one emission, discharge, release or escape shall be deemed to be one "pollution incident".

"Waste facility" means any site or that part of any site to which waste from the operations of any "insured site" is consigned for delivery or delivered for storage, disposal, processing or treatment, provided that such site is not and never was owned by, rented or loaned to you.

**THIS ENDORSEMENT CHANGES THE POLICY. PAYMENTS FOR DEFENSE EXPENSE ARE LIMITED.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

CORPORAL PUNISHMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

SCHEDULE

Limits of Insurance*	Premium
\$ Each Claim	\$
\$ Each Aggregate	

A. Coverage

Subject to **D. Limits Of Insurance** of this endorsement, **exclusion 1. of Paragraph B. Exclusions of COVERAGE A, SECTION II – LIABILITY COVERAGE** is replaced by the following:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" resulting from:

- (1) The use of reasonable force to protect persons or property; or
(2) Corporal punishment to any student administered by or at the direction of the Named Insured.

This insurance does not apply to:

- a. any person who personally participated in any act of corporal punishment;
b. the cost of defense of, or the cost of paying any fines for any person resulting from actual or alleged violation of any penal or criminal statute for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement;
c. injury that first occurs prior to the inception of this policy even if such injury continues into this policy period.

B. Defense and Defense Expenses

For the purposes of coverage afforded under this endorsement:

1. Our right and duty to defend as provided under **Paragraph A. COVERAGE of Section II. – LIABILITY COVERAGE** ends when the Aggregate Limit shown in the Schedule of this endorsement has been used up in the payment or reimbursement of damages and "defense expenses." This applies to claims pending at that time that would otherwise be subject to such limit and those filed thereafter.
2. With respect to any claim we settle or "suit" against an insured we defend, we will pay "defense expenses" incurred by us, or by the insured with our consent. Payments of "defense expense" are included in the Aggregate Limit shown in the Schedule. They are not in addition to the limit of insurance. We will pay "defenses expense" before we pay any damages.

If, by mutual agreement or court order you assume control of the defense of the "suit" before the Aggregate Limit is used up in the payment of damages or "defense expense", we will reimburse you, or pay for reasonable "defense expense" but only up to the remaining amount of the Aggregate Limit.

3. You may take over control of any outstanding "suit" previously reported to us only if we both agree that you should, or if a court orders you to do so.
4. If the Aggregate Limit shown in the Schedule has been used up in the payments of damages or "defense expenses," we will notify you of all outstanding claims subject to such limit so that you can take over control of the defense of those claims. We will help transfer control to you.
5. During the transfer of control to you, we agree to assist you by taking steps that we deem appropriate to continue the defense of any outstanding "suit." This assistance is to help you avoid a default judgement during the transfer of control. You agree that we do not waive or give up any of our rights as a result of this assistance. You and any involved insured must:
 - a. Cooperate with us in the transfer of control of any outstanding "suit"; and
 - b. Arrange for the defense of any outstanding "suit" within such time period as agreed to between the applicable insured and us. Absent any such agreement, arrangements for the defense of such "suit" must be made as soon as practicable.

You also agree to pay reasonable expenses we incur for taking such steps after the Aggregate Limit has been used up in the payment of damages or "defense expense".

6. We will take no action whatsoever with respect to any claim that would have been subject to the Aggregate Limit shown in the Schedule had such limit not been used up, if the claim is reported to us after that limit has been used up.
7. If by mutual agreement or court order you are given the right to retain defense counsel and the Aggregate Limit shown in the Schedule has not been used up, the following provisions apply:
 - a. We retain the right, at our discretion, to:
 - (1) Settle, approve or disapprove the settlement of any claim; and
 - (2) Appeal any judgment, award or ruling at our expense.
 - b. You and any other involved insured must:
 - (1) Continue to comply with the Duties provisions described in **Section IV.A.2.** of the **Business Auto Coverage Form** and **Section V.A.2.** of the **Garage Coverage Form** as well as other provisions of these Coverage Parts.
 - (2) Direct defense counsel of the insured to:
 - a) Furnish us with the information we may request to evaluate "suits" and coverage under this endorsement for those "suits"; and
 - b) Cooperate with any counsel we may select to monitor or associate in the defense of those "suits."

The exhaustion of the Aggregate Limit shown in the Schedule by payment of damages or "defense expense" and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the above provisions.

8. We will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply.

C. Supplementary Payments

For the purposes of coverage afforded under this endorsement, we will pay with respect to any claim we settle, or any "suit" against an insured we defend:

1. The cost of appeal bonds and bonds to release attachments in any "suit" we defend, but only for bond amounts within the Each Claim Limit shown in the Schedule. We do not have to furnish these bonds.
2. All interest on the full amount of any judgment that accrues before we have paid, offered to pay, or deposited in court the part of the judgment that is within the Each Claim Limit shown in the Schedule. Any such interest paid will not reduce the Each Claim Limit shown in the Schedule. Any such interest paid will not reduce the Each Claim Limit of Insurance.

These payments will not reduce the Aggregate Limit shown in the Schedule.

D. Limits of Insurance

For the purpose of coverage afforded under this endorsement, **Section II. C – LIMITS OF INSURANCE** is replaced by the following:

1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - a) Insureds;
 - b) Claims made or “suits” brought; or
 - c) Persons or organizations making claims or bringing “suits.”
2. The Annual Aggregate Limit shown in the Schedule is the most we will pay for the sum of all damages and “defense expenses” arising from all injury and damage to which the insurance afforded by this endorsement applies.
3. The Each Claim Limit shown in the Schedule is the most we will pay for the sum of damages and “defense expenses” arising out of any one claim.

The Limits of Insurance of this coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. Additional Definitions

For the purposes of this endorsement:

“Defense expense” means those reasonable and necessary expenses that result from the investigation, settlement or defense of a specific claim, including:

- a. Attorney and paralegal fees and expenses.
- b. Costs of legal proceedings.
- c. Costs taxed against an insured in a “suit.”
- d. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit,” including actual loss of earnings up to \$250 a day because of time off from work.

“Defense expense” does not include salaries and expenses of our employees, including employed attorneys, salaries and expenses of the insured’s employees (other than those described in **d.** above), fees and expenses of independent adjusters we hire, and expenses specifically provided for in Supplementary Payments of this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph **A.5.** of the **BUSINESS AUTO COVERAGE FORM** and **SECTION V – GARAGE CONDITIONS**, paragraph **A.5.** of the **GARAGE COVERAGE FORM**, Transfer Of Rights Of Recovery Against Others To Us, is amended by adding the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for "bodily injury" or "property damage" caused by an "accident" and resulting from:

- a. the ownership, maintenance or use of a covered "auto", or
- b. your "garage operations" or "work you performed",

but only if such "garage operations", "work you performed" or ownership, maintenance or use of a covered "auto" were pursuant to your written contract with the person or organization shown in the above Schedule.

We waive any rights of recovery as indicated above but only:

- 1. to the extent that a written contract requires you to obtain this agreement from us;
- 2. to the extent that the written contract was a fully executed and legally enforceable contract between you and the person or organization listed in the above Schedule prior to the loss;
- 3. to the extent that you have waived your rights of recovery against that person or organization prior to the loss; and
- 4. with respect to that part of your "garage operations", "work you performed" or ownership, maintenance or use of a covered "auto" which is the subject of the written contract.

This waiver applies only to the person or organization shown in the Schedule above. Except as is expressly provided by the written contract, we do not waive any of our rights of recovery or any of our legal or equitable defenses to the written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

The premium for this endorsement is \$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

I. SECTION II – LIABILITY COVERAGE is amended as follows:

A. BROAD FORM INSURED

Paragraph **1.** of the BUSINESS AUTO COVERAGE FORM and paragraph **3.** of the GARAGE COVERAGE FORM, under **Coverage A – Who Is An Insured**, are amended as follows:

1. For covered “autos”, the Named Insured shown in the Declarations is amended to include:
 - a. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an “insured” under any other automobile policy or would be an “insured” under such a policy but for its termination or the exhaustion of its Limits of Insurance.
 - b. Any organization that is newly acquired or formed by you during the policy period and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (1) That is a joint venture or partnership,
 - (2) That is an “insured” under any other automobile policy,
 - (3) That has exhausted its Limits of Insurance under any other automobile policy, or
 - (4) That has been acquired or formed by you for more than 180 days, or after the end of the policy period, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to “bodily injury” or “property damage” that results from an “accident” that occurred before you formed or acquired the organization, or an “accident” that occurs before or after the end of the policy period.

B. EMPLOYEES AS INSURED

For covered “autos”, paragraph 1. of the BUSINESS AUTO COVERAGE FORM and paragraph 3. of the GARAGE COVERAGE FORM, under **Coverage A – Who Is An Insured**, are amended as follows:
Any “employee” of yours while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

C. LIABILITY COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

Supplementary Payments (2) and (4) under paragraphs **A.2.a** of the BUSINESS AUTO COVERAGE FORM and **A.4.a** of the GARAGE COVERAGE FORM, are replaced by the following:

- (2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings, up to \$500 a day because of time off from work.

D. PREJUDGMENT INTEREST COVERAGE

The following paragraph is added to **Section II, LIABILITY COVERAGE, Supplementary Payments** under items **A.2.a.** of the BUSINESS AUTO COVERAGE FORM and **A.4.a.** of the GARAGE COVERAGE FORM:

- (7) Prejudgment interest awarded against the “insured” on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

E. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION

Paragraph **B.5. Exclusions – Fellow Employee** does not apply if the “bodily injury” results from the use of a covered “auto” you own or hire. The insurance provided under this provision is excess over any other collectible insurance.

II. SECTION III – PHYSICAL DAMAGE COVERAGE of the BUSINESS AUTO COVERAGE FORM and **SECTION IV – PHYSICAL DAMAGE COVERAGE** of the GARAGE COVERAGE FORM are amended by adding the following:

A. HIRED CAR PHYSICAL DAMAGE

If hired “autos” are covered “autos” for Liability Coverage and if Comprehensive, Specified Causes of Loss or Collision Coverages are provided under this Coverage Form for any “auto” you own, then the Physical Damage Coverages provided are extended to “autos” you hire, subject to the following limit and applicable deductible:

The most we will pay for any one “accident” or “loss” to any hired “auto” is the lesser of:

- 1. the actual cash value of the hired “auto”. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total “loss”;
- 2. the cost to restore the hired “auto” to its “pre-accident physical condition”; or
- 3. \$50,000.

If a repair or replacement part restores the hired “auto” to better than its “pre-accident physical condition” we will not pay for the amount of the “betterment”.

The deductible will be equal to the largest deductible applicable to any owned “auto” for that coverage. No deductible applies to “loss” caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.

B. PHYSICAL DAMAGE COVERAGE EXTENSIONS

Paragraph 4. – **Coverage Extension of A. Coverage** of the BUSINESS AUTO COVERAGE FORM and paragraph 3. – **Coverage Extension – Loss of Use Expenses** of Coverage A. **Coverage** of the GARAGE COVERAGE FORM is replaced by the following:

Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,500 for temporary expense incurred by you because of the total theft of a covered “auto”. We will pay only for those covered “autos” for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy’s expiration, when the covered “auto” is returned to use or we pay for its “loss.”

b. Loss of Use Expenses

For Hired Auto, Physical Damage, we will pay expenses for which an “insured” becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered “auto”;
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered “auto”; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered “auto.”

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

c. Extra Expense

We will also pay for the expense of returning a stolen covered “auto” to you.

C. PERSONAL EFFECTS COVERAGE

The following paragraph is added as **A.5.** of the BUSINESS AUTO COVERAGE FORM and **A.4.** of the GARAGE COVERAGE FORM, **Personal Effects Coverage:**

5. We will pay up to \$500 for “loss” to wearing apparel and other personal effects which are:
 - a. owned by an “insured”; and
 - b. in or on your covered “auto”.

This coverage applies only in the event of a total theft of your covered "auto." No deductible applies to this coverage.

D. ACCIDENTAL DISCHARGE OF AIRBAG

The following is added to **Section B, Exclusions**:

However, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

E. LEASE/LOAN GAP COVERAGE

If a long term leased or financed "auto" is a covered "auto" and the lessor or financial institution is named as an additional insured, we will pay, in the event of a total "loss", your additional legal obligation to the lessor or financial institution for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the lease or loan.

"Outstanding balance" means the amount you owe on the lease or loan at the time of "loss" less any amounts:

1. representing taxes;
2. overdue payments;
3. penalties, interest or charges resulting from overdue payments;
4. additional mileage charges;
5. excess wear and tear charges;
6. lease termination fees;
7. security deposits not refunded by the lessor or financial institution;
8. costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
9. carry-over balances from previous loans or leases;
10. final payment due under a "balloon loan";
11. the dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto"; and
12. any refunds payable or paid to you as a result of the early termination of a lease or loan agreement or as a result of the early termination of any warranty or extended agreement on a covered a "auto."

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

"Balloon loan" is a loan with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

F. DEDUCTIBLE AMENDMENTS

The following are added to paragraph **D. Deductible** of the BUSINESS AUTO COVERAGE FORM:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:

2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage “loss” from one “accident” involves two or more covered “autos”, only the highest deductible applicable to those coverages will be applied to the “accident,” if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered “autos” for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

III. SECTION IV – BUSINESS AUTO CONDITIONS and SECTION V – GARAGE CONDITIONS are amended as follows:

A. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

1. Your obligation in paragraph **A.2.a., Loss Conditions – Duties in the Event of Accident, Claim, Suit or Loss**, relative to notification requirements applies only when the “accident” or “loss” is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership;
 - c. A member, if you are a Limited Liability Company; or
 - d. An executive officer or insurance manager, if you are a corporation.
2. Your obligation in paragraph **A.2.b., Loss Conditions – Duties in the Event of Accident, Claim, Suit or Loss** relative to providing us with documents concerning a claim or “suit” will not be considered breached unless the breach occurs after such claim or “suit” is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership;
 - c. A member, if you are a Limited Liability Company; or
 - d. An executive officer or insurance manager, if you are a corporation.

B. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to paragraph **B.2. General Conditions – Concealment, Misrepresentation or Fraud**:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

C. HIRED CAR – COVERAGE TERRITORY

Item e. (1) of paragraph **B.7. General Conditions – Policy Period, Coverage Territory** is replaced by the following:

- e. (1) A covered “auto” is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

IV. SECTION V – DEFINITIONS of the BUSINESS AUTO COVERAGE FORM and **SECTION VI – DEFINITIONS** of the GARAGE COVERAGE FORM is amended as follows:

A. MENTAL ANGUISH

The definition of “bodily injury” in the DEFINITIONS section is replaced by the following:

“Bodily Injury” means bodily injury, sickness or disease sustained by any person, including mental anguish and death resulting from any of these.

B. ADDITIONAL DEFINITIONS

The following definitions are added:

“Betterment” means the amount of increase to the pre-damaged or pre-loss cash value of an “auto” attributed to the use of replacement parts which are of a type that are normally subject to repair and replacement during the useful life of an “auto” including but not limited to tires and batteries.

“Pre-accident physical condition” means the operational safety, function and appearance of the “auto” immediately prior to when the damage in question was sustained.

V. CANCELLATION CONDITION

Paragraph **A.2.** of the **COMMON POLICY CONDITION – CANCELLATION** applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY COVERAGE

**THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

SCHEDULE

Coverage	Limit Of Insurance		Deductible		Premium
Employee Benefits Programs	\$	Each Employee	\$	Each Employee	\$
	\$	Aggregate			
Retroactive Date:					

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A.** The following is added to Section II – LIABILITY COVERAGE, A.1. “Garage Operations” – Other Than Covered “Autos”:

COVERAGE – EMPLOYEE BENEFITS LIABILITY

1. Insuring Agreement

- a.** We will pay those sums that the “insured” becomes legally obligated to pay as damages because of any act, error or omission, of the “insured”, or of any other person for whose acts the “insured” is legally liable, to which this insurance applies. We will have the right and duty to defend the “insured” against any “suit” seeking those damages. However, we will have no duty to defend the “insured” against any “suit” seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any “claim” or “suit” that may result. But:

- (1)** The amount we will pay for damages is limited as described in Paragraph D. of this endorsement; and
- (2)** Our right and duty to defend ends when we have used up the applicable Limit Of Insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b.** This insurance applies to damages only if:

- (1)** The act, error or omission, is negligently committed in the “administration” of your “employee benefit program”;
- (2)** The act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and
- (3)** A “claim” for damages, because of an act, error or omission, is first made against any “insured”, in accordance with Paragraph **c.** below, during the policy period or an Extended Reporting Period we provide under Paragraph **G.** of this endorsement.

- c.** A “claim” seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such “claim” is received and recorded by any “insured” or by us, whichever comes first; or
- (2) When we make settlement in accordance with Paragraph 1.a. above.

A “claim” received and recorded by the “insured” within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

- d. All “claims” for damages made by an “employee” because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such “employee’s” dependents and beneficiaries, will be deemed to have been made at the time the first of those “claims” is made against the “insured”.

2. Exclusions

This insurance does not apply to:

a. Dishonest, Fraudulent, Criminal or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any “insured”, including the willful or reckless violation of any statute.

b. Bodily Injury Or Property Damage Or Personal and Advertising Injury

“Bodily injury” or “property damage” or “personal and advertising injury”.

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the “employee benefit program”.

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any “claim” based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person’s decision to participate or not to participate in any plan included in the “employee benefit program”.

f. Workers’ Compensation And Similar Laws

Any “claim” arising out of your failure to comply with the mandatory provisions of any workers’ compensation, unemployment compensation insurance, social security or disability benefits law or similar law.

g. ERISA

Damages for which any “insured” is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any “claim” for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the “insured”, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination or other employment-related practices.

- B.** For the purposes of the coverage provided by this endorsement the following paragraph under **SECTION II – LIABILITY COVERAGE** is deleted:

1. Paragraph (2) under Paragraph A.4.a. **Supplementary Payments.**

- C.** For the purposes of the coverage provided by this endorsement, the following is added to Paragraph **A.3.b.** of **SECTION II – Who Is An “insured”**

(3) Each of the following is also an “insured”:

- (i) Each of your “employees” who is or was authorized to administer your “employee benefit program”.
- (ii) Any persons, organizations or “employees” having proper temporary authorization to administer your “employee benefit program” if you die, but only until your legal representative is appointed.
- (iii) Your legal representatives if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.

D. For the purposes of the coverage provided by this endorsement, **Paragraph C.1. Aggregate Limit Of Insurance – “Garage Operations” – Other Than Covered “Autos” under SECTION II – LIABILITY COVERAGE - LIMIT OF INSURANCE** is replaced by the following:

1. Limit Of Insurance

- a. The Limit Of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of :
 - (1) “Insureds”;
 - (2) “Claims” made or “suits” brought;
 - (3) Persons or organizations making “claims” or bringing “suits”;
 - (4) Acts, errors or omissions; or
 - (5) Benefits included in your “employee benefit program”.
- b. The aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the “administration” of your “employee benefit program”.
- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one “employee”, including damages sustained by such “employee’s” dependents and beneficiaries, as a result of:
 - (1) An act, error or omission; or
 - (2) A series of related acts, errors or omissions negligently committed, in the “administration” of your “employee benefit program”.

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the “employee benefit program”.

The Limit Of Insurance of this endorsement applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

2. Deductible

- a. Our obligation to pay damages on behalf of the “insured” applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to Each Employee. The Limit Of Insurance shall not be reduced by the amount of this deductible.
- b. The deductible amount stated in the Schedule applies to all damages sustained by any one “employee”, including such “employee’s” dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- c. The terms of this insurance, including those with respect to
 - (1) Our right and duty to defend any “suits” seeking those damages; and
 - (2) Your duties and the duties of any other involved “insured”, in the event of an act, error or omission, or “claim”apply irrespective of the application of the deductible amount.
- d. We may pay any part or all of the deductible amount to effect settlement of any “claim” or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

E. For the purposes of the coverage provided by this endorsement, **Loss Condition 2. Duties In The Event Of Accident, Claim, Suit Or Loss** of **SECTION V – GARAGE CONDITIONS** is replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or “Claim” Or “Suit”

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a “claim”. To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a “claim” is made or “suit” is brought against any “insured”, you must:
 - (1) Immediately record the specifics of the “claim” or “suit” and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the “claim” or “suit” as soon as practicable.
- c. You and any other involved “insured” must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the “claim” or “suit”;
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the “claim” or defense against the “suit”; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the “insured” because of an act, error or omission to which this insurance may also apply.
- d. No “insured” will, except at the “insured’s” own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

F. For the purpose of the coverage provided by this endorsement, **General Condition 5. Other Insurance of SECTION V. – GARAGE CONDITIONS** is replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the “insured” for damages we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Schedule of this insurance and that applies to an act, error or omission on other than a claims-made basis, if:
 - (a) No Retroactive Date is shown in the Schedule of this insurance; or
 - (b) The other insurance has a policy period which continues after the Retroactive Date shown in the Schedule of this insurance.
- (2) When this insurance is excess, we will have no duty to defend the “insured” against any “suit” if any other insurer has a duty to defend the “insured” against that “suit”. If no other insurer defends, we will undertake to do so, but we will be entitled to the “insured’s” rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the damages, if any, that exceeds the sum of the total amount that all such other insurance would pay for the damages in absence of this insurance; and the total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining damages, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limit Of Insurance shown in the Schedule of this endorsement.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the damages remain, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits to the total of all limits of insurance of all insurers.

- G.** For the purpose of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims-made Coverage Part, replaces any similar Section in that Coverage Part.

EXTENDED REPORTING PERIOD

1. You will have the right to purchase an Extended Reporting Period, as described below, if:
 - a. This endorsement is canceled or not renewed; or
 - b. We renew or replace this endorsement with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
 - (2) Does not apply to an act, error or omission on a claims-made basis.
2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.
3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due. We will determine the additional premium in accordance with our rules and rates. In doing so, we will take into account the following:

- a. The "employee benefit programs" insured;
- b. Previous types and amounts of insurance;
- c. Limits of insurance available under this endorsement for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

4. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown in the Schedule of this endorsement under Limits Of Insurance.

Paragraph **D.1.b.** of this endorsement will be amended accordingly. The Each Employee Limit shown in the Schedule will then continue to apply as set forth in Paragraph **D.1.c.**

- H.** For the purposes of the coverage provided by this endorsement, the following definitions are added to

SECTION VI - DEFINITIONS:

1. "Administration" means:

CA-7236 (Ed. 9-03)

- a. Providing information to “employees”, including their dependents and beneficiaries, with respect to eligibility for or scope of “employee benefit programs”;
- b. Handling records in connection with the “employee benefit program”; or
- c. Effecting, continuing or terminating any “employee’s” participation in any benefit included in the “employee benefit program”.

However, “administration” does not include handling payroll deductions.

- 2. “Cafeteria plans” means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
- 3. “Claim” means any demand, or “suit”, made by an “employee” or an “employee’s” dependents and beneficiaries, for damages as the result of an act, error or omission.
- 4. “Employee benefit program” means a program providing some or all of the following benefits to “employees”, whether provided through a “cafeteria plan” or otherwise:
 - a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an “employee” may subscribe to such benefits and such benefits are made generally available to those “employees” who satisfy the plan’s eligibility requirements.
 - b. Profit sharing plans; employee savings plans, employee stock ownership plans; pension plans and stock subscription plans, provided that no one other than an “employee” may subscribe to such benefits and such benefits are made generally available to all “employees” who are eligible under the plan for such benefits.
 - c. Unemployment insurance; social security benefits, workers compensation and disability benefits;
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family and civil leave; tuition assistance plans; transportation and health club subsidies; and
 - e. Any other similar benefits designated in the Schedule or added thereto by endorsement.
- I. For the purposes of the coverage provided by this endorsement, Definitions **G.** and **P.** in **SECTION VI - DEFINITIONS** are replaced by the following:
 - G.** “Employee” means a person actively employed, formerly employed, on leave of absence or disability, or retired. “Employee” includes a “leased worker”. “Employee” does not include a “temporary worker”.
 - P.** “Suit” means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. “Suit” includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the “insured” must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the “insured” submits with our consent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO DEALERS OPTIONAL COVERAGES ENDORSEMENT

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement provides coverage only for those coverages where a premium has been indicated.

COVERAGE	PREMIUM
COVERAGE A - INSURANCE AGENTS ERRORS AND OMISSIONS	
Limit of Liability: <div> <div></div> <div>\$300,000</div> </div> <div> <div></div> <div>\$500,000</div> </div> <div> <div></div> <div>\$1,000,000</div> </div>	<div>\$ <div></div></div> <div>\$ <div></div></div> <div>\$ <div></div></div>
Deductible: <div> <div></div> <div>\$1,000</div> </div> <div> <div></div> <div>\$2,500</div> </div>	
COVERAGE B – AUTOMOBILE TITLE ERRORS AND OMISSIONS COVERAGE	\$ <div></div>
COVERAGE C – FEDERAL ODOMETER STATUTE ERRORS AND OMISSIONS COVERAGE	\$ <div></div>
COVERAGE D – TRUTH-IN-LENDING ERRORS AND OMISSIONS	\$ <div></div>
COVERAGE E - TRUTH-IN-LEASING ERRORS AND OMISSIONS	\$ <div></div>
COVERAGE F – CONSUMER DISSATISFACTION – AUTO LEMON LAW PROTECTION	\$ <div></div>
TOTAL PREMIUM FOR THIS ENDORSEMENT	\$ <div></div>
AGGREGATE LIMIT – COVERAGES A – F	

The most we will pay for the total of all “damages” under Coverages A through F of this endorsement arising from acts, errors and omissions which occurred during the policy period and “damages” incurred during the policy period under Coverage F of this endorsement is \$1,000,000.

COVERAGE A – INSURANCE AGENTS ERRORS AND OMISSIONS

A. Coverage

We will pay all sums an “insured” legally must pay as “damages” because of any claim made against an “insured” which results from any negligent act, error or omission of an “insurance agent or broker” employed by you in the conduct of your business as an Automobile Dealership but only with respect to the selling of Automobile Physical Damage, Credit Life or Accident and Health Insurance. The negligent act, error or omission must occur during the policy period. This shall include all claims involving an “insured’s” liability to any insurance company when:

1. Your employed “insurance agent or broker” has issued a policy, cover note or binder resulting in the insurance company being held liable for a claim; and
2. Except for an error or omission by your employed “insurance agent or broker” the insurance company would not have been liable for the claim.

We have the right and duty to defend any “suit” asking for these “damages”. However, we have no duty to defend an “insured” against “suits” for “damages” not covered by this insurance. We may investigate and settle any claim or “suit”, as we consider appropriate. Our duty to defend or settle ends when the Limit of Insurance provided in Paragraph C of this section has been exhausted by payment of judgments or settlements.

B. Exclusions

This insurance does not apply to:

- (1) Any liability arising out of any dishonest, fraudulent, criminal or malicious act, libel or slander or intentional error or omission committed by any “insured” acting alone or in collusion with others.
- (2) Any willful violation of the terms or contracts between you and any insurance carrier or regulatory authorities.
- (3) Any negligent act, error or omission that occurred prior to the policy period.
- (4) Liability of others assumed by any “insured” under any contract or agreement.
- (5) Any claim or “suit” in connection with any insurance other than credit life, accident and health insurance or automobile physical damage.
- (6) Any claim or “suit” by any enterprise which any “insured” owns, operates, controls or manages; or by any enterprise which owns, operates, controls or manages your business as a dealership.
- (7) Liability arising out of the willful violation of any federal, state or local statute, regulation, rule, ordinance or code.
- (8) Any extended vehicle sale warranty or service or mechanical breakdown agreement.
- (9) Any civil penalties, fines or assessments, punitive or exemplary damages, “bodily injury”, “property damage” or “personal and advertising injury”.
- (10) Any claim seeking non-pecuniary relief.
- (11) Any claim against your employed “insurance agent or broker”.

C. Limit of Insurance

Subject to the Aggregate Limit – Coverages A – F provision of this endorsement and regardless of the number of “insureds”, acts, errors or omissions causing a covered injury, claims made or transactions involved, the most that we will pay for all “damages” under this coverage arising from all negligent acts, errors or omissions committed during the policy period by an “insurance agent or broker” employed by you is the Limit of Liability shown in the Schedule of this endorsement. Any loss based upon a series of related errors, omissions and negligent acts will be deemed to have arisen when the first error, omission or negligent act of that series occurred.

If the policy is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance. However, if required by applicable law, the Limit of Insurance for such period of extension will be equal to the product of the Limit of Insurance for this Coverage set forth above multiplied by a fraction, the numerator of which is the number of days in such period of extension and the denominator is 365.

D. Deductible

The deductible shown in the schedule will apply to each claim under this coverage. We may pay all or any part of this deductible amount in settlement of a claim. If we do, you agree to promptly reimburse us for the deductible we pay.

Our obligation to pay “damages” on an “insured’s” behalf applies only to the amount of “damages” in excess of a deductible amount shown in the Schedule of this endorsement. The terms of this insurance, including those with respect to our right and duty to defend any claim or “suit” and an “insured’s” duties in the event any such claim or “suit” is brought, apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or “suit”. You will promptly reimburse us for our payment of the deductible amount that we have paid for this purpose upon notification by us.

E. Definition

For purposes of the coverage provided by Coverage A of this endorsement, the word “insured” shall not include an “insurance agent or broker” employed by you.

COVERAGE B – AUTOMOBILE TITLE ERRORS AND OMISSIONS COVERAGE

A. Coverage

We will pay all sums an “insured” must legally pay as “damages” because of negligent acts, errors or omissions in specifying loss payables or legal owners committed by an “insured” during the policy period on “title” papers for “autos” sold by an “insured”.

We have the right and duty to defend any “suit” asking for these “damages” even if the allegations are groundless, false or fraudulent. We may investigate and settle any claim or “suit” as we consider appropriate. However, we have no duty to defend “suits” for any error or omission not covered by this additional coverage. Our duty to defend or settle ends when the Limit of Insurance provided in Paragraph C. of this Section has been exhausted by payment of judgments or settlements.

B. Exclusions

This insurance does not apply to:

- a. Any claim or “suit” arising out of any dishonest, fraudulent, criminal, intentional or malicious act or acts committed by you, your partners, officers, “employees” or agents or any other party in interest, acting alone or in collusion with others.
- b. Any negligent act, error or omission that occurred prior to the policy period.
- c. Civil penalties, fines or assessments, punitive or exemplary damages, “bodily injury”, “property damage” or “personal and advertising injury”.
- d. Any claim seeking non-pecuniary relief.

C. Limit of Insurance

Subject to the Aggregate Limit – Coverages A – F provision of this endorsement and regardless of the number of “insureds”, acts, errors or omissions causing a covered injury, claims made or “suits” brought or persons or organizations making the claims or bringing the “suits”, the most we will pay for all “damages” arising from all “title” errors and omissions committed during any one policy period is \$1,000,000. Any loss based upon a series of related errors, omissions and negligent acts will be deemed to have arisen when the first error, omission or negligent act of that series occurred.

If the policy is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance. However, if required by applicable law, the Limit of Insurance for such period of extension will be equal to the product of the Limit of Insurance for this Coverage set forth above multiplied by a fraction, the numerator of which is the number of days in such period of extension and the denominator is 365.

D. Deductible

A \$1,000 deductible shall apply to each claim under this coverage. We may pay all or any part of this deductible amount in settlement of a claim. If we do, you agree to promptly reimburse us for the deductible we pay.

Our obligation to pay “damages” on an “insured’s” behalf applies only to the amount of “damages” in excess of the deductible amount. The terms of this insurance, including those with respect to our right and duty to defend any claim or “suit” and an “insured’s” duties in the event any such claim or “suit” is brought, apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or “suit”. You will promptly reimburse us for our payment of the deductible amount that we have paid for this purpose upon notification by us.

COVERAGE C – FEDERAL ODOMETER STATUTE ERRORS AND OMISSIONS COVERAGE

A. Coverage

We will pay all sums an “insured” legally must pay as “damages” because of negligent acts, errors or omissions committed by an “insured” during the policy period arising out of failure to comply with Title IV, Odometer Requirements of the Motor Vehicle Information and Cost Savings Act (Public Law 92-513; 86 Stat. 947), and as this Act may be amended or restated.

We have the right and duty to defend an “insured” against any “suit” asking for such “damages” even if the allegations are groundless, false or fraudulent. We may investigate and settle any claim or “suit” as we consider appropriate. We have no duty to defend the “insured” against “suits” for “damages” not covered by this insurance. Our duty to defend or settle ends when the Limit of Insurance in Paragraph C of this Section has been exhausted by payment of judgments or settlements.

B. Exclusions

This insurance does not apply to:

- a. Any dishonest, criminal or intentional act committed by or at the direction of you or your partners, officers, “employees”, agents or any other party in interest, whether acting alone or in collusion with others;
- b. Any negligent act, error or omission which occurred prior to the policy period.
- c. Civil penalties, fines or assessments, punitive or exemplary damages, “bodily injury”, “property damage” or “personal and advertising injury”.
- d. Any claim seeking non-pecuniary relief.

C. Limit of Insurance

Subject to the Aggregate Limit – Coverages A – F provision of this endorsement and regardless of the number of locations, “insureds”, person or organizations damaged, acts, errors or omissions causing a covered injury, claims made or “suits” brought, the most we will pay for all “damages” arising from all federal odometers statute errors and omissions committed during the policy period is \$1,000,000. Any loss based upon a series of related errors, omissions and negligent acts will be deemed to have arisen when the first error, omission or negligent act of that series occurred.

If the policy is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance. However, if required by applicable law, the Limit of Insurance for such period of extension will be equal to the product of the Limit of Insurance for this Coverage set forth above multiplied by a fraction, the numerator of which is the number of days in such period of extension and the denominator is 365.

COVERAGE D – TRUTH-IN-LENDING ERRORS AND OMISSIONS

A. Coverage

We will pay all sums an “insured” legally must pay as “damages” because of negligent acts, errors or omissions committed by an “insured” during the policy period in failing to comply with Section 130, Civil

Liability, of Title 1 (Truth in Lending Act) of the Consumer Credit Protection Act, and as this Act may be amended or restated.

We have the right and duty to defend any “suit” asking for these “damages” even if the allegations are groundless, false or fraudulent. However, we have no duty to defend an “insured” against “suits” for any error or omission not covered by this insurance. We may investigate and settle any claim or “suit” as we consider appropriate. Our duty to defend or settle ends when the Limit of Insurance provided in Paragraph B of this Section has been exhausted by payment of judgments or settlements.

B. Limit of Insurance

Subject to the Aggregate Limit – Coverages A – F provision of this endorsement and regardless of the number of locations, “insureds”, persons or organizations damaged, acts, errors or omissions causing a covered injury, claims made or “suits” brought, the most we will pay for all damages arising from all negligent acts, errors or omissions committed during the policy period is \$1,000,000. Any loss based upon a series of related errors, omissions and negligent acts will be deemed to have arisen when the first error, omission or negligent act of that series occurred.

If the policy is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance. However, if required by applicable law, the Limit of Insurance for such period of extension will be equal to the product of the Limit of Insurance for this Coverage set forth above multiplied by a fraction, the numerator of which is the number of days in such period of extension and the denominator is 365.

C. Exclusions

This insurance does not apply to any claim or suit arising out of:

1. Section 112, Criminal Liability, of Title 1 (Truth in Lending Act) of the Consumer Credit Protection Act, Public Law 90-321; 82 Stat. 146, et. seq, and as may be amended or restated.
2. Any negligent act, error or omission that occurred prior to the policy period.
3. Any dishonest, fraudulent, criminal or intentional act or acts committed by or at the direction or consent of any “insured” acting alone or in collusion with others.
4. “Bodily injury”, “property damage” or “personal and advertising injury”.
5. Or seeking civil penalties, fines or assessments, or punitive or exemplary damages.
6. Or seeking non-pecuniary relief.

COVERAGE E- TRUTH-IN-LEASING ERRORS AND OMISSIONS

A. Coverage

We will pay all sums an “insured” legally must pay as “damages” because of negligent acts, errors or omissions committed by an “insured” during the policy period resulting in failure to comply with Section 182 (Consumer Lease Disclosures) of the Consumer Leasing Act of 1976 (Public Law 94-240: 90 Stat 257) and as this Act may be amended or restated.

We have the right and duty to defend any “suit” asking for these “damages” even if the allegations are groundless, false or fraudulent. However, we have no duty to defend an “insured” against “suits” for any error or omission not covered by this insurance. We may investigate and settle any claim or suit as we consider appropriate. Our duty to defend or settle ends when the Limit of Insurance provided in Paragraph C of this Section has been exhausted by payment of judgments or settlements.

B. Exclusion

This insurance does not apply to any claim:

1. arising out of any intentional, dishonest, fraudulent or criminal act done by or at the instigation of any “insured”, whether acting alone or in collusion with others.
2. arising out of any negligent act, error or omission that occurred prior to the policy period.
3. for civil penalties, fines or assessments, punitive or exemplary damages, “bodily injury”, “property damage” or “personal and advertising injury”.

4. seeking non-pecuniary relief.

C. Limit of Insurance

Subject to the Aggregate Limit – Coverages A – F provision of this endorsement and regardless of the number of locations, “insureds”, acts, errors or omissions causing a covered injury, person or organizations damaged, claims made or “suits” brought, the most we will pay for all “damages” arising from all negligent acts, errors or omissions committed during the policy period is \$1,000,000. Any loss based upon a series of related errors, omissions and negligent acts will be deemed to have arisen when the first error, omission or negligent act of that series occurred.

If the policy is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance. However, if required by applicable law, the Limit of Insurance for such period of extension will be equal to the product of the Limit of Insurance for this Coverage set forth above multiplied by a fraction, the numerator of which is the number of days in such period of extension and the denominator is 365.

COVERAGE F– CONSUMER DISSATISFACTION – AUTO LEMON LAW PROTECTION

A. Coverage

We will pay all sums an “insured” legally must pay as “damages” because of “consumer dissatisfaction”. The “damages” must occur during the policy period. We will pay all “damages” including reasonable lawyers’ fees.

We have the right and duty to defend any “suit” asking for these “damages” even if the allegations are groundless, false or fraudulent. However, we have no duty to defend an “insured” against “suits” not covered by this insurance. We may investigate and settle any claim or “suit” as we consider appropriate. Our duty to defend or settle ends when the Limit of Insurance provided in Paragraph C of this Section has been exhausted by payment of judgments or settlements.

B. Exclusions

This insurance does not apply to:

- a. Any “accident”
- b. Any claims for civil penalties, fines or assessments, punitive or exemplary damages, “bodily injury”, “property damage” or “personal and advertising injury”.
- c. To any claim seeking non-pecuniary relief.
- d. Any dishonest, criminal, fraudulent or intentional act of any “insured”.
- e. Claims made or “suits” brought on account of extended warranty or mechanical breakdown agreements.
- f. “Damages” claimed because of the recall of your products or work you performed due to a known or suspected defect in the products or services.
- g. Any claim for “damages” unless you made a good faith effort to resolve the claim.
- h. Any purchaser’s complaint brought against you from the sale of a “used auto.”

C. Limit of Insurance

Subject to the Aggregate Limit – Coverages A – F provision of this endorsement and regardless of the number of (1) “insureds” under this policy, (2) persons or organizations who sustain “loss”, (3) claims made or suits brought on account of “loss”, the most we will pay for all “damages”, including lawyers’ fees, is \$50,000 per claim, subject to an annual aggregate limit of \$100,000 per policy period.

D. Other Insurance

This insurance is excess over any other available insurance.

SUPPLEMENTARY PAYMENTS

In addition to the Limit of Insurance provided in each section of this endorsement, we will pay the following on behalf of any insured that we defend:

- a. Post and pre-judgment interest or delay damages which an “insured” that we defend is legally obligated to pay but we will only pay post and pre-judgment interest or delay damages on that part of the judgment that is within our limit of insurance and which we owe.
- b. Premiums on bonds to release attachments or appeal bonds but only for bond amounts within our Limit of Insurance. We have no obligation to furnish such bonds.
- c. All costs taxed against an “insured” that we defend.
- d. Any expense an “insured” incurs at our request.

ADDITIONAL DEFINITIONS

As used in this endorsement, the following definitions are added:

“Advertisement” means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.

“Consumer dissatisfaction” means a purchaser’s complaint brought against you from the sale of a “new auto”. The complaint must result from the unintentional failure of any insured to provide the services and notifications required by the lemon laws of the state in which your “garage operations” are conducted.

“Damages” means compensable economic injury. “Damages” does not include civil penalties, fines or assessments, punitive or exemplary damages, or damages arising out of “bodily injury”, “property damage”, or “personal and advertising injury”. “Damages” also does not include the cost and expense of complying with any injunctive, non-pecuniary or other form of equitable relief.

“Insurance agent or broker” means a person or organization appropriately licensed as an insurance agent or broker by the Regulatory Authority of the state or states in which your garage business is conducted.

“New auto” means an “unused auto” which is subject to the lemon laws of the state in which your “garage operations” are conducted. This includes an auto used as a demonstrator or dealer auto prior to its sale by you.

“Personal and advertising injury” means injury, including consequential “bodily injury” arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services;
- e. Oral or written publication of material that violates a person’s right of privacy;
- f. The use of another’s advertising idea in your “advertisement”; or
- g. Infringing upon another’s copyright, trade dress or slogan in your “advertisement”.

“Suit” means a civil proceeding in which “damages” to which this insurance applies are alleged. “Suit” includes:

- (a) An arbitration proceeding in which such “damages” are claimed and to which an “insured” must submit or does submit with our consent; or
- (b) Any alternative dispute resolution proceeding in which such “damages” are claimed and to which an “insured” submits with our consent.

“Title” means a written documentation of ownership issued by governmental authority evidencing ownership of an “auto”.

“Unused auto” means any auto which was not previously owned, purchased or registered before its sale by you.

“Used auto” means any auto which was previously owned, purchased or registered before its sale by you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXTENDED REPORTING PERIOD ENDORSEMENT FOR
EMPLOYEE BENEFITS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE ENDORSEMENT

SCHEDULE

Premium \$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A.** An Extended Reporting Period Endorsement is provided, as described in paragraph **G.** of the Employee Benefits Liability Coverage Endorsement.
- B.** An Extended Reporting Period Aggregate Limit applies, as set forth below in paragraph **C.** of this endorsement, to claims first received and recorded during the Extended Reporting Period. This limit is equal to the Aggregate Limit, if any, entered in the Schedule of **CA 7236** in effect at the end of the policy period.
- C.** Paragraph **D.1.b.** of the Employee Benefits Liability Coverage Endorsement is replaced by the following:
- 1. Limits Of Insurance**
- b.** The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- However, the Aggregate Limit does not apply to claims first received and recorded during the extended reporting period.
- The Extended Reporting Period Aggregate Limit is the most we will pay for damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program" for claims first received and recorded during the Extended Reporting Period.
- D.** The following is added to paragraph **5.b.(1)** of the **Other Insurance Condition** of paragraph **E.** of the Employee Benefits Liability Coverage Endorsement.
- 5. Other Insurance**
- b. Excess Insurance**
- This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Extended Reporting Period Endorsement takes effect.
- E.** This endorsement will not take effect unless the additional premium for it, as set forth in paragraph **G.** of the Employee Benefits Liability Coverage Endorsement, is paid when due. If that premium is paid when due, this endorsement may not be cancelled.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PER LOCATION AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM (CA 00 05)

Premium \$ _____

The terms and conditions of this policy are amended as indicated below:

- A.** For all sums which the “insured” becomes legally obligated to pay as damages caused by “accidents” under **SECTION II – LIABILITY COVERAGE, Coverage A. “GARAGE OPERATIONS” – OTHER THAN COVERED “AUTOS”**, and for all medical expenses payable under **GARAGE LOCATIONS AND OPERATIONS MEDICAL PAYMENTS COVERAGE** (if such coverage is provided by this policy), which can be attributed only to “garage operations” – other than covered “autos” at any single “location” shown in the Declarations:
1. A separate Per Location Aggregate Limit applies to each “location”, and that limit is equal to the Aggregate “Garage Operations” – Other Than “Auto” Only Limit Of Insurance shown in the Declarations.
 2. The Per Location Aggregate Limit is the most we will pay for the sum of all damages under **SECTION II – LIABILITY COVERAGE, Coverage A. “GARAGE OPERATIONS” – OTHER THAN COVERED “AUTOS”** and for all medical expenses under **GARAGE LOCATIONS AND OPERATIONS MEDICAL PAYMENTS COVERAGE**, regardless of the number of:
 - a. “Insureds”;
 - b. Claims made or “suits” brought; or
 - c. Persons or organizations making claims or bringing “suits”.
 3. Any payments made under **SECTION II – LIABILITY COVERAGE, Coverage A. “GARAGE OPERATIONS” – OTHER THAN COVERED “AUTOS”** for damages, or under **GARAGE LOCATIONS AND OPERATIONS MEDICAL PAYMENTS COVERAGE** for medical expenses, will reduce the Per Location Aggregate Limit for that “location”. Such payments will not reduce the Aggregate “Garage Operations” – Other Than “Auto” Only Limit Of Insurance shown in the Declarations, nor will they reduce any other Per Location Aggregate Limit for any other “location” shown in the Declarations.
 4. The Limits Of Insurance shown in the Declarations for Each “Accident” “Garage Operations” – Other Than “Auto” Only, and the Limits Of Insurance shown in the policy or the Declarations for **LEGAL LIABILITY COVERAGE** (if such coverage is provided by this policy), **FIRE LEGAL LIABILITY COVERAGE** (if such coverage is provided by this policy), and **GARAGE LOCATIONS AND OPERATIONS MEDICAL PAYMENTS COVERAGE** continue to apply. However, instead of being subject to the Aggregate “Garage Operations” – Other Than “Auto” Only Limit Of Insurance shown in the Declarations, such limits will be subject to the applicable Per Location Aggregate Limit.
- B.** For all sums which the “insured” becomes legally obligated to pay as damages caused by “accidents” under **SECTION II – LIABILITY COVERAGE, Coverage A. “GARAGE OPERATIONS” – OTHER THAN COVERED “AUTOS”**, and for all medical expenses payable under **GARAGE LOCATIONS AND OPERATIONS MEDICAL PAYMENTS COVERAGE** (if such coverage is provided by this policy), which cannot be attributed only to operations at a single “location” shown in the Declarations:

1. Any payments made under **SECTION II – LIABILITY COVERAGE, Coverage A. “GARAGE OPERATIONS” – OTHER THAN COVERED “AUTOS”**, and for all medical expenses payable under **GARAGE LOCATIONS AND OPERATIONS MEDICAL PAYMENTS COVERAGE** will reduce the amount available under the Aggregate “Garage Operations” – Other Than “Auto” Only Limit Of Insurance shown in the Declarations; and

2. Such payments will not reduce any Per Location Aggregate Limit.

C. Any payments for damages resulting from:

1. Your “products”;

2. “Work you performed”;

3. “Personal injury” liability coverage (if such coverage is provided by this policy); or

4. “Advertising injury” liability coverage (if such coverage is provided by this policy);

Will reduce the amount available under the Aggregate “Garage Operations” – Other Than “Auto” Limit Of Insurance shown in the Declarations, and will not reduce the Per Location Aggregate Limit.

D. For the purposes of this endorsement, the following definition is added to **SECTION VI – DEFINITIONS**:

“Location” means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

All policy provisions not in conflict with this endorsement shall continue to apply. This endorsement is a valid part of the policy when the form number is shown in the declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORK PERFORMED COVERAGE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

LIABILITY COVERAGE is changed as follows:

The WORK YOU PERFORMED Exclusion does not apply. However, subject to the Each "Accident" Limit of Insurance – "Garage Operations" – Other Than Covered "Autos", the coverage only applies to that amount of "property damage" to "work you performed" that exceeds \$250 for any one "accident".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW CAR ECONOMIC LOSS– DEALER

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

Description of Premises / In Transit	Limit of Insurance for Any One Loss	Rate (Per \$100 of Limit)	Premium
In Transit			
NEW CAR ECONOMIC LOSS – DEALER – POLICY AGGREGATE LIMIT \$			

SECTION IV – PHYSICAL DAMAGE COVERAGE of the GARAGE COVERAGE FORM is amended as follows:

ITEM 5. Coverage Extension – New Car Economic Loss is added as follows:

With respect to the Physical Damage Coverage(s) you have selected for “new autos” in Item Seven of the Garage Coverage Form – Auto Dealers Supplementary Schedule, if we pay for a “loss” to a new covered “auto” under SECTION IV –PHYSICAL DAMAGE COVERAGE, we will also pay your “economic loss”, subject to the following:

- A. 1.** The amount of “economic loss” will be determined as the difference between:
- the wholesale manufacturer’s invoice less 6% or the actual holdback whichever is less, and
 - the sale price at a qualified dealers’ auto auction.

2. The Company reserves the right to approve all auction bids prior to the transfer of ownership of the "auto".

B. Limit of Insurance

- a. Regardless of the number of covered "autos" involved in the "loss", the most we will pay under this endorsement for all "economic loss" arising from one event:
 1. at any one location is the Limit of Insurance for Any One Loss, shown in the Schedule above for that location.
 2. in transit is the Limit of Insurance for Any One Loss, shown in the Schedule above for "loss" in transit.
- b. Subject to the Limit of Insurance for Any One Loss provided in B.a.1. and B.a.2. above, the most we will pay under this endorsement for all "economic loss" at all locations sustained during any consecutive 12 month period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, is the NEW CAR ECONOMIC LOSS – DEALER – POLICY AGGREGATE LIMIT shown in the Schedule of this endorsement. For purposes of applying the NEW CAR ECONOMIC LOSS – DEALER – POLICY AGGREGATE LIMIT, "economic loss" shall be deemed to have occurred when the new "auto" was physically damaged. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the NEW CAR ECONOMIC LOSS – DEALER – POLICY AGGREGATE LIMIT, unless applicable state law requires us to provide unimpaired aggregate limits of insurance for such period of extension. In that event, the aggregate limit for such period of extension will be equal to the NEW CAR ECONOMIC LOSS – DEALER – POLICY AGGREGATE LIMIT shown in the above Schedule.

C. Total Loss

Coverage under this endorsement does not apply to the "total loss" of any "auto". "Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

D. Additional Definition

For purposes of this endorsement only, the term "economic loss" means the decrease in value which occurs when a new "auto" held for sale is damaged by "loss" to the extent the "auto" no longer qualifies as a new vehicle and the disclosure of the "loss" to the new "auto" necessitates the sale of the "auto" for a lower price than a new, undamaged "auto" of the same manufacturer, model, model year and level of equipment.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

**SUPPLEMENT TO AUTOMOBILE PHYSICAL DAMAGE INSURANCE
COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

		Limit of Insurance		
Description of "Covered Auto"	Coverage / Deductible	Covered Auto	Equipment Carried Thereon	Premium

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Solely with respect to the coverage provided by this endorsement, Section III – Physical Damage Coverage, paragraph C – Limit of Insurance, is replaced by the following:

C. LIMIT OF INSURANCE

1. The limit of the company's liability for loss to any one **"covered auto"** and / or the **"equipment carried thereon"** shall not exceed the least of the following amounts:

- (a) the replacement cost (without deduction for depreciation) of such **“covered auto”** and / or the **“equipment carried thereon”**; or
- (b) what it would then cost to repair or replace such **“covered auto”** and / or the **“equipment carried thereon”** with other of like kind and quality, without deduction for depreciation; or
- (c) the limit of insurance as stated in the schedule of this form as applicable to each **“covered auto”** and / or the **“equipment carried thereon”**, but we will never pay more than \$5000 with respect to any single piece of equipment.

D. DEDUCTIBLE

Solely with respect to the coverage provided by this endorsement, Section III – Physical Damage Coverage, paragraph D – Deductible, is replaced by the following:

For each **“covered auto”** including the **“equipment carried thereon”**, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the above schedule. Any Comprehensive Coverage deductible shown in the above schedule will not apply to “loss” caused by fire or lightning.

The following is added to Section V – Definitions:

For the purpose of this endorsement **“covered autos”** shall mean vehicles which are listed on the above schedule and normally used by paid and volunteer fire companies, ambulance corps and rescue squads including but not limited to pumpers, ladder trucks, hose carriers, water tank apparatus, elevating platform apparatus, hydraulically operated water towers, ambulances and rescue trucks including equipment permanently attached thereto.

“Equipment carried thereon” shall mean all other equipment not permanently attached to the “covered auto” but is regularly carried on that vehicle.

This endorsement must be attached to a Change Endorsement when issued after the policy is written.

BUSINESS AUTO SCHEDULE

POLICY NUMBER:

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION							TERRITORY		
	Year Model; Trade Name; Body Type Serial Number (S); Vehicle Identification Number (VIN)							Town and State where the Covered Auto will be Principally Garaged		
Covered Auto No.	CLASSIFICATION							PURCHASED		
	Radius of Operation	Business Use s = service r = retail c = commercial	Size GVW, CGW or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Secondary Rating Factor	Code	Original Cost New	Actual Cost & NEW (N) USED (U)
					Liability	Physical Damage				
Covered Auto No.	LIABILITY		AUTO MEDICAL PAYMENTS		MEDICAL EXPENSE AND INCOME LOSS BENEFITS (VIRGINIA ONLY)					
	Limit (in thousands)	Premium	Limit	Premium	Limit Stated In Each Med. Exp. And Inc. Loss Ben. End. For Each Person	Premium				
Covered Auto No.	PERSONAL INJURY PROTECTION		ADDED PERSONAL INJURY PROTECTION		PROPERTY PROTECTION INSURANCE (MICHIGAN ONLY)					
	Limit Stated in Each Personal Injury Protection End Minus Deductible Shown below	Premium	Limit Stated in Each Added PIP End.	Premium	Limit Stated in the Property Protection Insurance End Minus Deductible Shown below.	Premium				
Covered Auto No.	COMPREHENSIVE		SPECIFIED CAUSES OF LOSS		COLLISION					
	Deductible	Premium	Premium		Deductible	Premium				
Covered Auto No.	TOWING & LABOR		Except for towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.							
	Limit per Disablement	Premium								

Page of

POLICY NUMBER:

COMMERCIAL AUTO
CA-7283 (Ed. 11-06)

BUSINESS AUTO DECLARATIONS

ITEM ONE

Named Insured:	
Mailing Address:	
Policy Period	
From:	
To:	At 12:01 A.M. Standard Time at your mailing address.
Previous Policy Number:	

Form Of Business:

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

Premium shown is payable at inception: \$
Audit Period (If Applicable): <input type="checkbox"/> Annually <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly

Endorsements Attached To This Policy:
SEE SCHEDULES GU-7004 and GU-7009

Countersignature Of Authorized Representative	
Name:	
Title:	
Signature:	
Date:	

ITEM TWO

Schedule Of Coverages And Covered Autos

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". **"Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form next to the name of the coverage.**

Coverages	Covered Autos	Limit	Premium
Liability		\$	\$
Personal Injury Protection (Or Equivalent No-Fault Coverage)		Separately Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible.	\$
Added Personal Injury Protection (Or Equivalent Added No-Fault Coverage)		Separately Stated In Each Added Personal Injury Protection Endorsement.	\$
Property Protection Insurance (Michigan Only)		Separately Stated In The Property Protection Insurance Endorsement Minus \$ Deductible For Each Accident.	\$
Auto Medical Payments		\$	\$
Medical Expense And Income Loss Benefits (Virginia Only)		Separately Stated In Each Medical Expense And Income Loss Benefits Endorsement.	\$
Uninsured Motorists		\$	\$
Underinsured Motorists (When Not Included In Uninsured Motorists Coverage)		\$	\$

ITEM TWO

Schedule Of Coverages And Covered Autos (Cont'd)

Coverages	Covered Autos	Limit	Premium
Physical Damage Comprehensive Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning. See Item Four For Hired Or Borrowed Autos.	\$
Physical Damage Specified Causes Of Loss Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism. See Item Four For Hired Or Borrowed Autos.	\$
Physical Damage Collision Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto. See Item Four For Hired Or Borrowed "Autos".	\$
Physical Damage Towing And Labor		\$ For Each Disablement Of A Private Passenger Auto.	\$
			\$
Premium For Endorsements			\$
Estimated Total Premium*			\$
*This Policy May Be Subject To Final Audit.			

ITEM THREE

Schedule Of Covered Autos You Own

Covered Auto Number:							
Town And State Where The Covered Auto Will Be Principally Garaged							
Description (Year, Model, Trade Name, Body Type, Serial Number (S), Vehicle Identification Number (VIN))							
Purchased:		Original Cost New		\$			
		Actual Cost New (N) Or Used (U)		\$			
Classification							
Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Secondary Rating Factor	Code
				Liab.	Phy. Dam.		
Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named To The Right As Interests May Appear At the Time Of The Loss.							
Coverages – Premiums, Limits And Deductibles (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)							
Coverages		Limit		Premium			
Liability	\$				\$		
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible Shown				\$		
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement				\$		
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible Shown				\$		
Auto Medical Payments	\$				\$		
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person				\$		
Comprehensive	Stated In Item Two Minus \$ Deductible Shown				\$		
Specified Causes Of Loss	Stated In Item Two Minus \$ Deductible Shown				\$		
Collision	Stated In Item Two Minus \$ Deductible Shown				\$		
Towing And Labor	\$		Per Disablement		\$		

ITEM THREE
Schedule Of Covered Autos You Own (Cont'd)

Covered Auto Number:							
Town And State Where The Covered Auto Will Be Principally Garaged							
Description (Year, Model, Trade Name, Body Type, Serial Number (S), Vehicle Identification Number (VIN))							
Purchased:	Original Cost New				\$		
	Actual Cost New (N) Or Used (U)				\$		
Classification							
Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Secondary Rating Factor	Code
				Liab.	Phy. Dam.		
Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named To The Right As Interests May Appear At the Time Of The Loss.							
Coverages – Premiums, Limits And Deductibles (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)							
Coverages		Limit			Premium		
Liability		\$			\$		
Personal Injury Protection		Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible Shown			\$		
Added Personal Injury Protection		Stated In Each Added Personal Injury Protection Endorsement			\$		
Property Protection Insurance (Michigan Only)		Stated In The Property Protection Insurance Endorsement Minus \$ Deductible Shown			\$		
Auto Medical Payments		\$			\$		
Medical Expense And Income Loss Benefits (Virginia Only)		Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person			\$		
Comprehensive		Stated In Item Two Minus \$ Deductible Shown			\$		
Specified Causes Of Loss		Stated In Item Two Minus \$ Deductible Shown			\$		
Collision		Stated In Item Two Minus \$ Deductible Shown			\$		
Towing And Labor		\$ Per Disablement			\$		

ITEM THREE

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto Number:							
Town And State Where The Covered Auto Will Be Principally Garaged							
Description (Year, Model, Trade Name, Body Type, Serial Number (S), Vehicle Identification Number (VIN))							
Purchased:		Original Cost New		\$			
		Actual Cost New (N) Or Used (U)		\$			
Classification							
Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Secondary Rating Factor	Code
				Liab.	Phy. Dam.		
Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named To The Right As Interests May Appear At The Time Of The Loss.							
Coverages – Premiums, Limits And Deductibles (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)							
Coverages		Limit		Premium			
Liability		\$		\$			
Personal Injury Protection		Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible Shown		\$			
Added Personal Injury Protection		Stated In Each Added Personal Injury Protection Endorsement		\$			
Property Protection Insurance (Michigan Only)		Stated In The Property Protection Insurance Endorsement Minus \$ Deductible Shown		\$			
Auto Medical Payments		\$		\$			
Medical Expense And Income Loss Benefits (Virginia Only)		Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person		\$			
Comprehensive		Stated In Item Two Minus \$ Deductible Shown		\$			
Specified Causes Of Loss		Stated In Item Two Minus \$ Deductible Shown		\$			
Collision		Stated In Item Two Minus \$ Deductible Shown		\$			
Towing And Labor		\$ Per Disablement		\$			

ITEM THREE**Schedule Of Covered Autos You Own (Cont'd)**

Total Premiums	
Liability	\$
Personal Injury Protection	\$
Added Personal Injury Protection	\$
Property Protection Insurance (Michigan Only)	\$
Auto Medical Payments	\$
Medical Expense And Income Loss Benefits (Virginia Only)	\$
Comprehensive	\$
Specified Causes Of Loss	\$
Collision	\$
Towing And Labor	\$

ITEM FOUR**Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums**

Liability Coverage – Rating Basis, Cost Of Hire				
State	Estimated Cost Of Hire For Each State	Rate Per Each \$100 Cost Of Hire	Factor (If Liability Coverage Is Primary)	Premium
	\$	\$		\$
Total Premium				\$
Liability Coverage – Rating Basis, Number Of Days – (For Mobile Or Farm Equipment – Rental Period Basis)				
State	Estimated Number Of Days Equipment Will Be Rented	Base Premium	Factor	Premium
		\$		\$
Total Premium				\$

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

Coverages	Limit Of Insurance		
Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning.		
	Estimated Annual Cost Of Hire	Rate Per Each \$100 Annual Cost Of Hire	Premium
	\$	\$	\$
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism.		
	Estimated Annual Cost Of Hire	Rate Per Each \$100 Annual Cost Of Hire	Premium
	\$	\$	\$
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto.		
	Estimated Annual Cost Of Hire	Rate Per Each \$100 Annual Cost Of Hire	Premium
	\$	\$	\$

Total Premium:	\$
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Schedule For Non-Ownership Liability

Named Insured's Business	Rating Basis	Number	Premium
Other Than Garage Service Operations And Other Than Social Service Agencies	Number Of Employees		\$
	Number Of Partners		\$
Garage Service Operations	Number Of Employees Whose Principal Duty Involves The Operation Of Autos		\$
Social Service Agencies	Number Of Employees		\$
	Number Of Volunteers		\$
Total Premiums			\$

ITEM SIX**Schedule For Gross Receipts Or Mileage Basis – Liability Coverage – Public Auto Or Leasing Rental Concerns**

Location No:		
(Check One)		
	Gross Receipts (Per \$100)	Mileage (Per Mile)
Estimated Yearly:		
Rates		
Liability	\$	
Auto Medical Payments	\$	
Medical Expense Benefits (VA Only)	\$	
Income Loss Benefits (VA Only)	\$	
Premiums		
Liability	\$	
Auto Medical Payments	\$	
Medical Expense Benefits (VA Only)	\$	
Income Loss Benefits (VA Only)	\$	

Location No:		
(Check One)		
	Gross Receipts (Per \$100)	Mileage (Per Mile)
Estimated Yearly:		
Rates		
Liability	\$	
Auto Medical Payments	\$	
Medical Expense Benefits (VA Only)	\$	
Income Loss Benefits (VA Only)	\$	
Premiums		
Liability	\$	
Auto Medical Payments	\$	
Medical Expense Benefits (VA Only)	\$	
Income Loss Benefits (VA Only)	\$	

ITEM SIX**Schedule For Gross Receipts Or Mileage Basis – Liability Coverage – Public Auto Or Leasing Rental Concerns (Cont'd)**

Location No:		
(Check One)	Gross Receipts (Per \$100)	Mileage (Per Mile)
Estimated Yearly:		
Rates		
Liability	\$	
Auto Medical Payments	\$	
Medical Expense Benefits (VA Only)	\$	
Income Loss Benefits (VA Only)	\$	
Premiums		
Liability	\$	
Auto Medical Payments	\$	
Medical Expense Benefits (VA Only)	\$	
Income Loss Benefits (VA Only)	\$	

Total Premiums	
Minimum Liability	\$
Minimum Auto Medical Payments	\$
Minimum Medical Expense Benefits (VA Only)	\$
Minimum Income Loss Benefits (VA Only)	\$
Liability	\$
Auto Medical Payments	\$
Medical Expense Benefits (VA Only)	\$
Income Loss Benefits (VA Only)	\$

Location Number	Address

When used as a premium basis:

FOR PUBLIC AUTOS

Gross Receipts means the total amount to which you are entitled for transporting passengers, mail or merchandise during the policy period regardless of whether you or any other carrier originate the transportation. Gross Receipts does not include:

- A. Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own ICC or PUC permits.
- B. Advertising revenue.
- C. Taxes which you collect as a separate item and remit directly to a governmental division.
- D. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing units operated during the policy period.

FOR RENTAL OR LEASING CONCERNS

Gross receipts means the total amount to which you are entitled for the leasing or rental of "autos" during the policy period and includes taxes except those taxes which you collect as a separate item and remit directly to a governmental division.

Mileage means the total of all live and dead mileage developed by all the "autos" you leased or rented to others during the policy period.

Company name goes here
POLICY NUMBER:

COMMERCIAL AUTO
CA-7285 (Ed. 11-06)

GARAGE DECLARATIONS

ITEM ONE

Named Insured and Mailing Address:	
Policy Period	
From:	
To:	At 12:01 A.M. Standard Time at your mailing address.
Previous Policy Number:	

Form Of Business:

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

Premium shown is payable at inception: \$	
Audit Period (If Applicable):	<input type="checkbox"/> Annually <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly

Endorsements Attached To This Policy:
SEE SCHEDULES GU-7004 and GU-7009

Countersignature Of Authorized Representative	
Name:	
Title:	
Signature:	
Date:	

ITEM TWO

Schedule Of Coverages And Covered Autos

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". **"Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Garage Coverage Form next to the name of the coverage. Entry of a symbol next to Liability provides coverage for "garage operations".**

Coverages	Covered Autos	Limit	Premium
Liability		Each "Accident" "Garage Operations"	\$
		\$ "Auto" Only	
		\$ Other Than "Auto" Only	
		Aggregate – "Garage Operations"	
		\$ Other Than "Auto" Only	
Personal Injury Protection (Or Equivalent No-Fault Coverage)		Separately Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible.	\$
Added Personal Injury Protection (Or Equivalent Added No-Fault Coverage)		Separately Stated In Each Added Personal Injury Protection Endorsement.	\$
Property Protection Insurance (Michigan Only)		Separately Stated In The Property Protection Insurance Endorsement Minus \$ Deductible For Each Accident.	\$
Medical Payments		\$	\$

ITEM TWO

Schedule Of Coverages And Covered Autos (Cont'd)

Coverages	Covered Autos	Limit	Premium
Medical Expense And Income Loss Benefits (Virginia Only)		Separately Stated In Each Medical Expense And Income Loss Benefits Endorsement.	\$
Uninsured Motorists		\$	\$
Underinsured Motorists (When Not Included In Uninsured Motorists Coverage)		\$	\$
Garagekeepers Comprehensive Coverage		Separately Stated For Each Location In Item Six	\$
Garagekeepers Specified Causes Of Loss Coverage			\$
Garagekeepers Collision Coverage			\$
Physical Damage Comprehensive Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning. See Item Seven For Dealers Autos.	\$
Physical Damage Specified Causes Of Loss Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism. See Item Seven For Dealers Autos.	\$

ITEM TWO

Schedule Of Coverages And Covered Autos (Cont'd)

Coverages	Covered Autos	Limit	Premium
Physical Damage Collision Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto. See Item Seven For Dealers Autos.	\$
Physical Damage Towing And Labor		\$ For Each Disablement Of A Private Passenger Auto.	\$
			\$
Premium For Endorsements			\$
Estimated Total Premium*			\$
*This Policy May Be Subject To Final Audit.			

ITEM THREE

Locations Where You Conduct Garage Operations

Location Number	Address State Your Main Business Location First

ITEM FOUR**Liability Coverage – Premiums**

Location Number:			
Classes Of Operators	Rating Factor(s)	Number Of Persons	Rating Units
Class I – Employees Regular Operators			
Class I – Employees All Others			
Class II – Non-Employees Under Age 25			
Class II – Non-Employees Age 25 Or Over			
All Employees (Only For Trailer Dealers)			
Total Rating Units			
Premiums			
Liability Premium	\$		
Personal Injury Protection Premium	\$		
Property Protection Insurance Premium (MI Only)	\$		
Medical Expense Benefits Premium (VA Only)	\$		
Income Loss Benefits Premium (VA Only)	\$		

Location Number:			
Classes Of Operators	Rating Factor(s)	Number Of Persons	Rating Units
Class I – Employees Regular Operators			
Class I – Employees All Others			
Class II – Non-Employees Under Age 25			
Class II – Non-Employees Age 25 Or Over			
All Employees (Only For Trailer Dealers)			
Total Rating Units			
Premiums			
Liability Premium	\$		
Personal Injury Protection Premium	\$		
Property Protection Insurance Premium (MI Only)	\$		
Medical Expense Benefits Premium (VA Only)	\$		
Income Loss Benefits Premium (VA Only)	\$		

ITEM FOUR**Liability Coverage – Premiums (Cont'd)**

Location Number:			
Classes Of Operators	Rating Factor(s)	Number Of Persons	Rating Units
Class I – Employees Regular Operators			
Class I – Employees All Others			
Class II – Non-Employees Under Age 25			
Class II – Non-Employees Age 25 Or Over			
All Employees (Only For Trailer Dealers)			
Total Rating Units			
Premiums			
Liability Premium	\$		
Personal Injury Protection Premium	\$		
Property Protection Insurance Premium (MI Only)	\$		
Medical Expense Benefits Premium (VA Only)	\$		
Income Loss Benefits Premium (VA Only)	\$		
Total Premium For All Locations			
\$			

DEFINITIONS**Class I – Employees**

- Regular Operator** – Proprietors, partners and officers active in the "garage operations", salespersons, general managers, service managers, any "employee" whose principal duty involves the operation of covered "autos" or who is furnished a covered "auto".
- All Others** – All other "employees".

NOTE:

1. Part-time "employees" working an average of 20 hours or more a week for the number of weeks worked are to be counted as 1 rating unit each.
2. Part-time "employees" working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

Class II – Non-Employees

Any of the following persons who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.

ITEM FIVE**Liability Coverage For Your Customers**

Unless indicated by "X" below, limited liability coverage is provided for your customers in accordance with Paragraph **a.(2)(d)** of Who Is An Insured under Section **II** – Liability Coverage.

☐ If this box is checked Paragraph **a.(2)(d)** of Who Is An Insured under Section **II** – Liability Coverage does not apply.

ITEM SIX**Garagekeepers Coverages And Premiums**

Location Number:		
Coverages	Limit Of Insurance And Deductible	Premium
Comprehensive Or Specified Causes Of Loss	\$	\$
	\$	
	\$	
	\$	
	\$	
Collision	\$	\$
	\$	
	\$	
	\$	
	\$	

ITEM SIX

Garagekeepers Coverages And Premiums (Cont'd)

Location Number:		
Coverages	Limit Of Insurance And Deductible	Premium
Comprehensive Or Specified Causes Of Loss	\$	\$
	\$	
	\$	
	\$	
	\$	
Collision	\$	\$
	\$	

Location Number:		
Coverages	Limit Of Insurance And Deductible	Premium
Comprehensive Or Specified Causes Of Loss	\$	\$
	\$	
	\$	
	\$	
	\$	
Collision	\$	\$
	\$	

Total Premium For All Locations	\$
--	-----------

ITEM SIX**Garagekeepers Coverages And Premiums (Cont'd)****Direct Coverage Options**

Indicate below with an "X" which, if any, Direct Coverage Option is selected.

☐ **Excess Insurance**

If this box is checked, Garagekeepers Coverage remains applicable on a legal liability basis. However, coverage also applies without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" on an excess basis over any other collectible insurance regardless of whether the other insurance covers your or any other "insured's" interest or the interest of the "customer's auto's" owner.

☐ **Primary Insurance**

If this box is checked, Garagekeepers Coverage is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" and is primary insurance.

ITEM SEVEN**Physical Damage Coverage – Types Of Covered Autos And Interests In These Autos – Premiums – Reporting Or Nonreporting Basis**

Each of the following Physical Damage Coverages that is indicated in Item Two applies only to the types of "autos" and interests indicated below by "X".

Coverages	Types Of Autos		Interests Covered			
	New Autos	Used Autos, Demonstrators And Service Vehicles	Your Interest In Covered Autos You Own	Your Interest Only In Financed Covered Autos	Your Interest And The Interest Of Any Creditor Named As A Loss Payee	All Interests In Any Auto Not Owned By You Or Any Creditor While In Your Possession On Consignment For Sale
Comprehensive						
Specified Causes Of Loss						
Collision						

ITEM SEVEN

Physical Damage Coverage – Types Of Covered Autos And Interests In These Autos – Premiums – Reporting Or Nonreporting Basis (Cont'd)

Location Number:		
Coverage	Limit Of Insurance And Deductible	Premium
Comprehensive Or Specified Causes Of Loss	\$	\$
	\$	
	\$	
	\$	
	\$	
	Minus Deductible For Each Covered Auto For Loss Caused By Theft Or Mis- chief Or Vandalism Subject To Maximum Deductible For All Such Loss In Any One Event; Or Minus Deductible For All Perils Subject To Maximum Deductible For All Such Loss In Any One Event.	

Location Number:		
Coverage	Limit Of Insurance And Deductible	Premium
Comprehensive Or Specified Causes Of Loss	\$	\$
	\$	
	\$	
	\$	
	\$	
	Minus Deductible For Each Covered Auto For Loss Caused By Theft Or Mis- chief Or Vandalism Subject To Maximum Deductible For All Such Loss In Any One Event; Or Minus Deductible For All Perils Subject To Maximum Deductible For All Such Loss In Any One Event.	

Location Number:		
Coverage	Limit Of Insurance And Deductible	Premium
Comprehensive Or Specified Causes Of Loss	\$	\$
	\$	
	\$	
	\$	
	\$	
	Minus Deductible For Each Covered Auto For Loss Caused By Theft Or Mis- chief Or Vandalism Subject To Maximum Deductible For All Such Loss In Any One Event; Or Minus Deductible For All Perils Subject To Maximum Deductible For All Such Loss In Any One Event.	

ITEM SEVEN**Physical Damage Coverage – Types Of Covered Autos And Interests In These Autos – Premiums – Reporting Or Nonreporting Basis (Cont'd)**

Collision (All Locations)	\$	Minus			
	\$	Deductible For Each Covered Auto.			
	Blanket Annual Collision Rates			Adjustment Factor	Premium
	First \$50,000	\$50,001 to \$100,000	Over \$100,000		\$

Total Premium For All Locations	\$
--	-----------

Our limit of insurance for "loss" at locations other than those stated in Item Three.	
\$	Additional locations where you store covered "autos"
\$	In transit

Premium Basis – Reporting (Quarterly or Monthly) or Nonreporting (Indicate Basis Agreed Upon by "X")

☐ **Reporting Basis** (Quarterly or Monthly as indicated below by "X")

You must report to us on our form the location of your covered "autos" and their total value at each such location. For your main sales location identified as location no. 1, you must include the total value of all covered "autos" you have furnished or made available to yourself, your executives, your "employees" or family members and other Class II – Non-Employees, and covered "autos" that are temporarily displayed or stored at locations other than those stated in Item Three. For your main sales location you must include the total value of all service vehicles.

Your Reporting Basis Is:

☐ **Quarterly**

You must give us your first report by the fifteenth of the fourth month after the policy begins. Your subsequent reports must be given to us by the fifteenth of every third month. Your reports must contain the value for the last business day of every third month coming within the policy period.

☐ **Monthly**

You must give us your reports by the fifteenth of every month. Your reports will contain the total values you had on the last business day of the preceding month.

Premiums will be calculated pro rata of the annual premium for the exposures contained in each report. At the end of each policy year we will add the monthly premiums or the quarterly premiums to determine your final premium due for the entire policy year. The estimated total premiums shown above will be credited against the final premium due.

☐ **Nonreporting Basis**

Stated limit of insurance shown above applies.

Loss Payee – Any loss is payable as interest may appear to you and:
SEE SCHEDULE GU-7006

ITEM EIGHT

Medical Payments Coverage. Refer To Item Nine For Covered Autos Insured On A Specified Car Basis.

Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium Equals % Of The Liability Premium.	\$
Premises And Operations Medical Payments (Does Not Apply To Bodily Injury Caused By Any Auto)	Premises And Operations Medical Payments Premium Equals % Of The Liability Premium.	\$
Premises And Operations And Auto Medical Payments	Premises And Operations And Auto Medical Payments Premium Equals % Of The Liability Premium.	\$

ITEM NINE

Schedule Of Covered Autos Which Are Furnished To Someone Other Than A Class I Or Class II Operator Or Which Are Insured On A Specified Car Basis

Covered Auto Number:							
Town And State Where The Covered Auto Will Be Principally Garaged							
Description (Year, Model, Trade Name, Body Type, Serial Number (S), Vehicle Identification Number (VIN))							
Purchased:		Original Cost New		\$			
		Actual Cost New (N) Or Used (U)		\$			
Classification							
Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Secondary Rating Factor	Code
				Liab.	Phy. Dam.		
Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named To The Right As Interests May Appear At The Time Of The Loss.							

ITEM NINE**Schedule Of Covered Autos Which Are Furnished To Someone Other Than A Class I Or Class II Operator Or Which Are Insured On A Specified Car Basis (Cont'd)**

Coverages – Premiums, Limits And Deductibles (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)		
Coverages	Limit	Premium
Liability	\$	\$
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible Shown	\$
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible Shown	\$
Auto Medical Payments	\$	\$
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus \$ Deductible Shown	\$
Specified Causes Of Loss	Stated In Item Two Minus \$ Deductible Shown	\$
Collision	Stated In Item Two Minus \$ Deductible Shown	\$
Towing And Labor	\$ Per Disablement	\$

Covered Auto Number:		
Town And State Where The Covered Auto Will Be Principally Garaged		
Description (Year, Model, Trade Name, Body Type, Serial Number (S), Vehicle Identification Number (VIN))		
Purchased:	Original Cost New	\$
	Actual Cost New (N) Or Used (U)	\$

ITEM NINE

Schedule Of Covered Autos Which Are Furnished To Someone Other Than A Class I Or Class II Operator Or Which Are Insured On A Specified Car Basis (Cont'd)

Classification							
Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Secondary Rating Factor	Code
				Liab.	Phy. Dam.		
Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named To The Right As Interests May Appear At The Time Of The Loss.							
Coverages – Premiums, Limits And Deductibles (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)							
Coverages		Limit		Premium			
Liability		\$		\$			
Personal Injury Protection		Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible Shown		\$			
Added Personal Injury Protection		Stated In Each Added Personal Injury Protection Endorsement		\$			
Property Protection Insurance (Michigan Only)		Stated In The Property Protection Insurance Endorsement Minus \$ Deductible Shown		\$			
Auto Medical Payments		\$		\$			
Medical Expense And Income Loss Benefits (Virginia Only)		Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person		\$			
Comprehensive		Stated In Item Two Minus \$ Deductible Shown		\$			
Specified Causes Of Loss		Stated In Item Two Minus \$ Deductible Shown		\$			
Collision		Stated In Item Two Minus \$ Deductible Shown		\$			
Towing And Labor		\$ Per Disablement		\$			

ITEM NINE

Schedule Of Covered Autos Which Are Furnished To Someone Other Than A Class I Or Class II Operator Or Which Are Insured On A Specified Car Basis (Cont'd)

Covered Auto Number:							
Town And State Where The Covered Auto Will Be Principally Garaged							
Description (Year, Model, Trade Name, Body Type, Serial Number (S), Vehicle Identification Number (VIN))							
Purchased:		Original Cost New		\$			
		Actual Cost New (N) Or Used (U)		\$			
Classification							
Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Secondary Rating Factor	Code
				Liab.	Phy. Dam.		
Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named To The Right As Interests May Appear At The Time Of The Loss.							
Coverages – Premiums, Limits And Deductibles (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)							
Coverages		Limit		Premium			
Liability		\$		\$			
Personal Injury Protection		Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible Shown		\$			
Added Personal Injury Protection		Stated In Each Added Personal Injury Protection Endorsement		\$			
Property Protection Insurance (Michigan Only)		Stated In The Property Protection Insurance Endorsement Minus \$ Deductible Shown		\$			
Auto Medical Payments		\$		\$			
Medical Expense And Income Loss Benefits (Virginia Only)		Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person		\$			
Comprehensive		Stated In Item Two Minus \$ Deductible Shown		\$			
Specified Causes Of Loss		Stated In Item Two Minus \$ Deductible Shown		\$			
Collision		Stated In Item Two Minus \$ Deductible Shown		\$			
Towing And Labor		\$ Per Disablement		\$			

ITEM NINE

Schedule Of Covered Autos Which Are Furnished To Someone Other Than A Class I Or Class II Operator Or Which Are Insured On A Specified Car Basis (Cont'd)

Total Premiums	
Liability	\$
Personal Injury Protection	\$
Added Personal Injury Protection	\$
Property Protection Insurance (Michigan Only)	\$
Auto Medical Payments	\$
Medical Expense And Income Loss Benefits (Virginia Only)	\$
Comprehensive	\$
Specified Causes Of Loss	\$
Collision	\$
Towing And Labor	\$

Covered Auto Number	Person or organization to which the Covered Auto has been furnished (Do not include Covered Autos which have been furnished to Class I or Class II operators.)

ITEM TEN

Liability Premium For Pick Up And Delivery Of Autos – Non-Franchised Dealers Only

Number Of Driver Trips	Rate	Premium
51-200 Miles		\$
Over 200 Miles		\$
Total Premium(s)		\$



COMMERCIAL LINES COMMON POLICY DECLARATIONS

Policy Number:

Named Insured and Mailing Address:

Agent:

Agency Code:
Phone Number:

Policy Period: From:

To:

at 12:01 A.M. Standard Time at your mailing
address shown above.

Business Description:

Form of Business:

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY. IF YOU REQUEST
CANCELLATION OF THIS POLICY, THE COMPANY WILL RETAIN A MINIMUM PREMIUM OF \$.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	
Commercial General Liability Coverage Part	
Crime and Fidelity Policy Coverage Part	
Commercial Inland Marine Coverage Part	
Commercial Auto Coverage Part	
Commercial Liability Umbrella Policy	

Sub-Total
Fees and Surcharge - See Schedule GU-7015 (If Applicable)
Total

**FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY:
SEE SCHEDULES GU-7004 and GU-7009**

POLICY CHANGES

Policy Number:

Named Insured:

Agency/Producer Code:

Policy Period: From: To:

CHANGE EFFECTIVE _____ CHANGE # _____

DESCRIPTION

Original Premium \$ _____ New Premium \$ _____ Total Add'l/Return Premium \$ _____

FORM SCHEDULE

POLICY NUMBER:

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
------	---------	-------------

LOCATION SCHEDULE

POLICY NUMBER:

AGENT #:

Premises No.	Bldg. No.	Address
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LOSS PAYEE SCHEDULE

POLICY NUMBER:

AGENT #:

NAMED INSURED SCHEDULE

POLICY NUMBER:

AGENT # :

POLICYHOLDER NOTICE SCHEDULE

POLICY NUMBER:

AGENT #:

The following material contains important information about your policy. Please read it carefully.

Form	Edition	Description
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**ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTION 18 OF THE BUS REGULATORY REFORM ACT OF 1982**

Issued to _____ of _____
Dated at _____ this _____ day of _____, 20____
Amending Policy No. _____ Effective Date _____
Name of Insurance Company _____

Countersigned by _____

Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "[X]," for the limits shown:

- [] This insurance is primary and the company shall not be liable for amounts in excess of \$ _____ for each accident.
[] This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the
underlying limit of \$ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: _____.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions which result in Public Liability which the insured neither expected nor intended.

Bodily Injury means injury to the body, sickness or disease to any person, including death resulting from any of these.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a for-hire motor carrier of passengers with Section 18 of the Bus Regulatory Reform Act of 1982 and the rules and regulations of the Federal Motor Carrier Safety Administration.

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment received against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to financial responsibility requirements of Section 18 of the Bus Regulatory Reform Act of 1982 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured.

Motor Carrier means a for-hire carrier of passengers by motor vehicle.

Property Damage means damage to or loss of use of tangible property.

Public Liability means liability for bodily injury or property damage.

However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Bus Regulatory Reform Act of 1982 requires limits of financial responsibility according to vehicle seating capacity, it is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility. THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE. The limits shown in the schedule are for information purposes only.

SCHEDULE OF LIMITS**PUBLIC LIABILITY****For-hire motor carriers of passengers operating in interstate or foreign commerce**

Vehicle Seating Capacity	Effective Dates	
	Nov. 19, 1983	Nov. 19, 1985
(1) Any vehicle with a seating capacity of 16 passengers or more.	\$2,500,000	\$5,000,000
(2) Any vehicle with a seating capacity of 15 passengers or less.	\$ 750,000	\$1,500,000



**ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980**

Issued to _____ of _____
Dated at _____ this _____ day of _____, 20 ____
Amending Policy No. _____ Effective Date _____
Name of Insurance Company _____

Countersigned by _____
Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "[X]," for the limits shown:

- ☐ This insurance is primary and the company shall not be liable for amounts in excess of \$ _____ for each accident.
- ☐ This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: _____.

Cancellation of this endorsement may be effected by the company of the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final

judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE. The limits shown in the schedule are for information purposes only.

**SCHEDULE OF LIMITS
PUBLIC LIABILITY**

Type of carriage	Commodity transported	Jan. 1, 1985
(1) For-hire (In interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous)	\$ 750,000
(2) For-hire and Private (In interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.	\$5,000,000
(3) For-hire and Private (In interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$5,000,000

Form BMC-90

Approved by OMB

2126-0017

Expires: 02/28/2009

**ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR
AUTOMOBILE BODILY INJURY AND PROPERTY DAMAGE LIABILITY UNDER
SECTION 13906, TITLE 49 OF THE UNITED STATES CODE**

The policy to which this endorsement is attached is an automobile bodily injury and property damage liability policy and is amended to assure compliance by the insured as a motor carrier of passengers or property, with Section 13906, Title 49 of the United States Code and the pertinent rules and regulations of the Federal Motor Carrier Safety Administration.

In consideration of the premium stated in the policy to which this endorsement is attached, the Company agrees to pay, within the limits of liability prescribed herein, any final judgment recovered against the insured for bodily injury to or death of any person, or loss of or damage to property of others (excluding injury to or death of the insured's employees while engaged in the course of their employment, and property transported by the insured, designated as cargo), resulting from negligence in the operation, maintenance, or use of motor vehicles under certificate or permit issued to the insured by the Federal Motor Carrier Safety Administration, or otherwise in interstate or foreign commerce subject to Chapter 139 of Title 49 of the United States Code, regardless of whether or not such motor vehicles are specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized by the Federal Motor Carrier Safety Administration to be served by the insured or elsewhere.

It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, or any other endorsement thereon or violation thereof, or of this endorsement, by the insured, shall relieve the Company from liability or from the payment of any final judgment, irrespective of the financial responsibility or lack thereof or insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which this endorsement is attached are to remain in full force and effect as binding between the insured and the Company, and the insured agrees to reimburse the Company for any payment made by the Company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the Company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is understood and agreed that, upon failure of the Company to pay any final judgment recovered against the insured as prescribed herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the Company to compel such payment.

The Company's liability for the amounts provided in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the Company for the payment of final judgments resulting from any other accident.

The liability of the Company on each motor vehicle shall be the limits prescribed in 49 CFR 387.303(b)(1), governing minimum amounts of insurance.

This endorsement may not be canceled without notification to the Federal Motor Carrier Safety Administration. Such cancellation may be effected by the Company or the insured giving thirty (30) days notice in writing to the Federal Motor Carrier Safety Administration at its office in Washington, D.C., said thirty (30) days notice commencing from the date notice is received by the FMCSA.

Issued to: _____ of _____

Dated at _____ this _____ day of _____, _____

Amending Policy No. _____ Effective Date _____

Name of Insurance Company _____

Countersigned by _____

Authorized Company Representative

FORM F

UNIFORM MOTOR CARRIER BODILY INJURY AND PROPERTY DAMAGE LIABILITY INSURANCE ENDORSEMENT

It is agreed that:

1. The certification of the policy, as proof of financial responsibility under the provisions of any State motor carrier law or regulations promulgated by any State Commission having jurisdiction with respect thereto, amends the policy to provide insurance for automobile bodily injury and property damage liability in accordance with the provisions of such law or regulations to the extent of the coverage and limits of liability required thereby; provided only that the insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except by reason of the obligation assumed in making such certification.
2. The Uniform Motor Carrier Bodily Injury and Property Damage Liability Certificate of Insurance has been filed with the State Commissions indicated below.
3. This endorsement may not be canceled without cancellation of the policy to which it is attached. Such cancellation may be effected by the company or the insured giving thirty (30) days' notice in writing to the State Commission with which such certificate has been filed, such thirty (30) days' notice to commence to run from the date the notice is actually received in the office of such Commission.

Attached to and forming part of policy No. _____

Issued by _____, herein called

Company, of _____

to _____ of _____

Dated at _____ this _____ day of _____ 20 _____

Countersigned by _____
Authorized Representative

X = INDICATES STATE COMMISSIONS WITH WHOM UNIFORM MOTOR CARRIER BODILY INJURY AND PROPERTY DAMAGE LIABILITY CERTIFICATE OF INSURANCE HAS BEEN FILED							
ALABAMA		ILLINOIS		MONTANA		RHODE ISLAND	
ALASKA		INDIANA		NEBRASKA		SOUTH CAROLINA	
ARIZONA		IOWA		NEVADA		SOUTH DAKOTA	
ARKANSAS		KANSAS		NEW HAMPSHIRE		TENNESSEE	
CALIFORNIA		KENTUCKY		NEW JERSEY		TEXAS	
COLORADO		LOUISIANA		NEW MEXICO		UTAH	
CONNECTICUT		MAINE		NEW YORK		VERMONT	
DELAWARE		MARYLAND		NORTH CAROLINA		VIRGINIA	
DIST. OF COLUMBIA		MASSACHUSETTS		NORTH DAKOTA		WASHINGTON	
FLORIDA		MICHIGAN		OHIO		WEST VIRGINIA	
GEORGIA		MINNESOTA		OKLAHOMA		WISCONSIN	
HAWAII		MISSISSIPPI		OREGON		WYOMING	
IDAHO		MISSOURI		PENNSYLVANIA			

According to the paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. It is estimated that an average of 10 minutes per response is required to complete this collection of information. This estimate includes time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments concerning the accuracy of this burden estimate or suggestions for reducing this burden should be directed to the Federal Motor Carrier Safety Administration, 1200 New Jersey Ave., SE, 6th Floor, Washington, DC 20590.

MOTOR CARRIER AUTOMOBILE BODILY INJURY AND PROPERTY DAMAGE LIABILITY CERTIFICATE OF INSURANCE

filed with
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION
INSURANCE COMPLIANCE DIVISION
1200 New Jersey Ave., SE, 6th Floor
Washington, D.C. 20590

Approved by OMB

2126-0017

Expires: 02/28/2009

FMCSA Docket No.

MC _____

FF _____

Received

Date:

Filer Account No _____

This is to certify, that the _____

(NAME OF INSURANCE COMPANY)

(hereinafter called Company) of _____

(HOME OFFICE ADDRESS OF INSURANCE COMPANY)

has issued to _____

(NAME OF MOTOR CARRIER OR FREIGHT FORWARDER)

of _____

(ADDRESS OF MOTOR CARRIER OR FREIGHT FORWARDER)

insurance under terms described on the back of this form to provide coverage as follows: CHECK AS APPLICABLE:

Full Security Limits Required in Title 49 of the Code of Federal Regulations: ☐ Under Section 387.303(b)(1) ☐ Under Section 387.303(b)(2)

Security Limits Required under Section 387.303(b)(1) or 387.303(b)(2) of the same Title as follows:

☐ This insurance is primary and the company shall not be liable for amounts in excess of \$ _____ for each accident.

☐ This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Effective from _____ (12:01 a.m., standard time at the address of the Insured as stated in said policy or policies) and continuing until canceled as provided in the rules and regulations under Section 13906 of Title 49 of the United States Code.

Countersigned at _____

Street Address

City

State

Zip

Date _____

Insurance Company Policy No. _____

(Policy Number)

(Issuing Office - Full Name of Agency or Branch)

(Signature of Authorized Representative)

The receipt of this certificate by the FMCSA certifies that a policy or policies of Public Liability (or Automobile Bodily Injury and Property Damage Liability) insurance has been issued by the company identified on the face of this form, that the company is qualified to make this filing under Section 387.315 or Section 387.411 of Title 49 of the Code of Federal Regulations, and that by the attachment of endorsement BMC 90, MCS 90 or a form of similar import prescribed by the U.S. Department of Transportation, Federal Motor Carrier Safety Administration, is amended to provide the coverage or security for the protection of the public required under Section 387.303 of Title 49 of the Code of Federal Regulations. The amendment governs the operation, maintenance, or use of motor vehicles under certificate or permit issued to the insured by the Federal Motor Carrier Safety Administration or otherwise in transportation subject to Subchapter I or III of Chapter 135, of Title 49 United States Code, and the pertinent rules and regulations of the Federal Motor Carrier Safety Administration, regardless of whether or not such motor vehicles are specifically described in the policy or policies or not. The liability of the Company extends to all losses, damages, injuries, or deaths occurring within the authority granted to the insured by the Federal Motor Carrier Safety Administration or elsewhere.

The endorsement(s) described herein may not be canceled or withdrawn until thirty (30) days after written notice has been submitted to the Federal Motor Carrier Safety Administration at its offices in Washington, DC, on the prescribed Form BMC-35, Notice of Cancellation Motor Carrier Policies of Insurance under 49 U.S.C. 13906. Said thirty (30) days notice to commence to run from the date notice is actually received at the office of the FMCSA.

Falsification of this document can result in criminal penalties prescribed under 18 U.S.C. 1001.

DISTRIBUTION
INSTRUCTIONSFILE FIRST THREE PARTS WITH THE FMCSA
RETAIN FOURTH PART FOR YOUR RECORDS

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. It is estimated that an average of 10 minutes per response is required to complete this collection of information. This estimate includes time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments concerning the accuracy of this burden estimate or suggestions for reducing this burden should be directed to the Federal Motor Carrier Safety Administration, 400 7th St., SW, Washington, DC 20590

MOTOR CARRIER AUTOMOBILE BODILY INJURY AND PROPERTY DAMAGE LIABILITY CERTIFICATE OF INSURANCE

filed with
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION
INSURANCE COMPLIANCE DIVISION
400 Virginia Ave., SW, Suite 600
Washington, D.C. 20024

Approved by OMB
2126-0017
Expires: 02/28/2009

Received

Date:

FMCSA Docket No.

MC _____

FF _____

Filer Account No. _____

This is to certify, that the _____
(NAME OF INSURANCE COMPANY)

(hereinafter called Company) of _____
(HOME OFFICE ADDRESS OF INSURANCE COMPANY)

has issued to _____
(NAME OF MOTOR CARRIER OR FREIGHT FORWARDER)

of _____
(ADDRESS OF MOTOR CARRIER OR FREIGHT FORWARDER)

insurance under terms described on the back of this form to provide for the FULL SECURITY LIMITS required under Section 387.303(b)(1) or 387.303(b)(2) of Title 49 of the Code of Federal Regulations.

Effective from _____ (12:01 a.m., standard time at the address of the Insured as stated in said policy or policies) and continuing until canceled as provided in the rules and regulations under Section 13906 of Title 49 of the United States Code.

Countersigned at _____
Street Address City State Zip Date _____

Insurance Company Policy No. _____
(Policy Number) (Issuing Office - Full Name of Agency or Branch)

(Signature of Authorized Representative)

The receipt of this certificate by the FMCSA certifies that a policy or policies of Public Liability (or Automobile Bodily Injury and Property Damage Liability) insurance has been issued by the company identified on the face of this form, that the company is qualified to make this filing under Section 387.315 or Section 387.411 of Title 49 of the Code of Federal Regulations, and that by the attachment of endorsement BMC 90, MCS 90 or a form of similar import prescribed by the U.S. Department of Transportation, Federal Motor Carrier Safety Administration, is amended to provide the coverage or security for the protection of the public required under Section 387.303 of Title 49 of the Code of Federal Regulations. The amendment governs the operation, maintenance, or use of motor vehicles under certificate or permit issued to the Insured by the Federal Motor Carrier Safety Administration or otherwise in transportation subject to Subchapter I or III of Chapter 135, of Title 49 United States Code, and the pertinent rules and regulations of the Federal Motor Carrier Safety Administration, regardless of whether or not such motor vehicles are specifically described in the policy or policies. The liability of the Company extended to all losses, damages, injuries, or death occurring within the authority granted to the insured by the Federal Motor Carrier Safety Administration or elsewhere.

The endorsement(s) described herein may not be canceled or withdrawn until thirty (30) days after written notice has been submitted to the Federal Motor Carrier Safety Administration at its offices in Washington, DC, on the prescribed Form BMC-35, Notice of Cancellation Motor Carrier Policies of Insurance under 49 U.S.C. 13906. Said thirty (30) days notice to commence to run from the date notice is actually received at the office of the FMCSA.

Falsification of this document can result in criminal penalties prescribed under 18 U.S.C. 1001.

Form E
UNIFORM MOTOR CARRIER BODILY INJURY AND PROPERTY
DAMAGE LIABILITY CERTIFICATE OF INSURANCE
(Executed in Triplicate)

Filed with _____(hereinafter called Commission)
(Name of Commission)

This is to certify, that the

(Name of Company)

(hereinafter called Company) of

(Home Office Address of Company)

has issued to

(Name of Motor Carrier)

of

(Address of Motor Carrier)

a policy or policies of insurance effective from _____ 12:01 A.M. standard time at the address of the insured stated in said policy or policies and continuing until cancelled as provided herein, which, by attachment of the Uniform Motor Carrier Bodily Injury and Property Damage Liability Insurance Endorsement, has or have been amended to provide automobile bodily injury and property damage liability insurance covering the obligations imposed upon such motor carrier by the provisions of the motor carrier law of the State in which the Commission has jurisdiction or regulations promulgated in accordance therewith.

Whenever requested, the Company agrees to furnish the Commission a duplicate original of said policy or policies and all endorsements thereon.

This certificate and the endorsement described herein may not be cancelled without cancellation of the policy to which it is attached. Such cancellation may be effected by the Company or the insured giving thirty (30) days' notice in writing to the State Commission, such thirty (30) days' notice to commence to run from the date notice is actually received in the office of the Commission.

Countersigned at _____

(Street Address)

(City)

(State)

(Zip Code)

this _____ day of _____ 20_____.

Insurance Company File No.

(Policy Number)

(Authorized Company Representative)

MC 1633a (Ed. 8-99) UNIFORM INFORMATION SERVICES, INC.

IRB 3539B

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

AMENDMENT TO OTHER INSURANCE CLAUSE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

General Condition **B.5. Other Insurance** under **Section V – Garage Operations** is amended by the addition of the following:

- e.** Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability coverage is primary with respect to liability arising out of an "insured's" use, operation or maintenance of a "customer's auto" while left with you for service, repair, storage or safekeeping in connection with your "garage operations". If this Coverage Form's Liability coverage is primary under this item **e.**, other insurance applicable to the "customer's auto", whether primary, excess or on any other basis, shall be excess over this coverage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE OR MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following exclusion is added to Paragraph **B. Exclusions** of **Section II – Liability Coverage**:

This insurance does not apply to "bodily injury" or "property damage" arising out of:

1. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or
2. The negligent:
 - a. Employment;
 - b. Investigation;
 - c. Supervision;
 - d. Reporting to the proper authorities, or failure to so report; or
 - e. Retention;of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIRD PARTY DISCRIMINATION AND HARASSMENT COVERAGE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

SCHEDULE

Third Party Discrimination and Harassment Limit of Insurance: \$

Deductible: \$

Third Party Discrimination and Harassment Coverage

A. Coverage

1. We will pay those sums the "insured" legally must pay as "damages" because of "third party discrimination and harassment" resulting from "garage operations" other than the ownership, maintenance or use of covered "autos".

We have the right and duty to defend any "insured" against a "suit" asking for these "damages". However, we have no duty to defend any "insured" against a "suit" seeking "damages" for "third party discrimination and harassment" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the applicable Third Party Discrimination and Harassment Limit of Insurance has been exhausted by payment of judgments or settlements.

2. This insurance applies to "third party discrimination and harassment" only if:
 - a. The "third party discrimination and harassment" occurs in the coverage territory;
 - b. The "third party discrimination and harassment" occurs during the policy period; and
 - c. Prior to the policy period, no "insured" listed under Who Is An Insured and no "employee" authorized by you to give or receive notice of a claim, knew that the "third party discrimination and harassment" had occurred, in whole or in part. If such a listed "insured" or authorized "employee" knew, prior to the policy period, that the "third party discrimination and harassment" occurred, then any continuation, change or resumption of such "third party discrimination and harassment" during or after the policy period will be deemed to have been known prior to the policy period.
3. "Third party discrimination and harassment" which occurs during the policy period and was not, prior to the policy period, known to have occurred by an "insured" listed under Who Is An Insured or any "employee" authorized by you to give or receive notice of a claim, includes any continuation, change or resumption of that "third party discrimination and harassment" after the end of the policy period.
4. "Third party discrimination and harassment" will be deemed to have been known to have occurred at the earliest time when any "insured" listed under Who Is An Insured or any "employee" authorized by you to give or receive notice of an "accident" or claim:
 - a. Reports all, or any part, of the "third party discrimination and harassment" to us or any other insurer;
 - b. Receives a written or verbal demand or claim for "damages" because of "third party discrimination and harassment"; or
 - c. Becomes aware by any other means that "third party discrimination and harassment" has occurred or has begun to occur.
5. Coverage Extensions

SUPPLEMENTARY PAYMENTS

We will pay for the “insured”:

- a. All expenses we incur.
- b. the cost of bonds to release attachments in any “suit” against an “insured” we defend, but only for bond amounts within the Third Party Discrimination and Harassment Limit of Insurance. We are not obligated to furnish these bonds.
- c. All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All costs taxed against the “insured” in any “suit” against an “insured” we defend.
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any “suit” against an “insured” we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within the Third Party Discrimination and Harassment Limit of Insurance.

These payments will not reduce the Third Party Discrimination and Harassment Limit of Insurance.

B. Exclusions

This insurance does not apply to “third party discrimination and harassment”:

1. For which the “insured” has assumed liability under any contract or agreement. But this exclusion does not apply to liability for damages that the “insured” would have in the absence of the contract or agreement.
2. Caused by or at the direction of the “insured” with the knowledge or expectation that the act or omission would violate the rights of another and would cause “third party discrimination and harassment”.
3. Arising out of a criminal act committed by or at the direction of any “insured”.
4. Arising out of an electronic chatroom or bulletin board the “insured” hosts, owns, or over which the “insured” exercises control.
5. Sustained by:
 - a. A person arising out of any:
 - (i) Refusal to employ that person;
 - (ii) Termination of that person’s employment; or
 - (iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
 - b. The spouse, child, parent, brother or sister of that person as a consequence of “third party discrimination and harassment” sustained by that person at whom any of the employment-related practices described in Paragraphs (i), (ii) or (iii) above is directed.

This exclusion applies:

 - (a) Whether the “insured” may be liable as an employer or in any other capacity; and
 - (b) To any obligation to share “damages” with or repay someone else who must pay “damages” because of the injury.
6. Arising directly or indirectly out of any action or omission that violates or is alleged to violate:
 - a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
 - b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
 - c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.
7. Arising out of the violation of any federal, state or local statute, law, ordinance, order, regulation or bulletin prohibiting discrimination in arranging or granting credit, including retail financing and retail leasing of “autos”.
8. Arising out of the violation of the Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681 et seq., or any regulation promulgated pursuant to the FCRA and any similar federal, state or local statute, law, ordinance, order, regulation or bulletin designed to promote the accuracy and fairness of credit reporting or establishing reasonable procedures to protect the interest of the consumer in the accuracy and security of their credit information.

9. Arising out of the violation of any federal, state or local statute, law, ordinance, order, regulation or bulletin relating to unfair debt collection practices.
10. To any fellow “employee” of the “insured” arising out of and in the course of the fellow “employee’s” employment or while performing duties related to the conduct of your business.
11. For which the “insured” or the “insured’s” insurer may be held liable under any worker’s compensation, disability benefits or unemployment compensation law or any similar law.
12. Which is covered under **Section II Liability Coverage** of the Garage Coverage Form to which this Third Party Discrimination and Harassment Coverage endorsement is attached or which is covered under any other liability coverage added to the Garage Coverage Form by endorsement including, but not limited to, coverage for “personal and advertising injury” liability.

C. Who Is An Insured

The following are “insured”:

1. You and your spouse are insured but only with respect to the conduct of a business of which you are the sole owner.
2. If you are a partnership or joint venture, you are an insured. Your partners, and their spouses are also insured, but only with respect to the conduct of your business.
3. If you are a limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
4. If you are an organization other than a partnership, joint venture or limited liability company, you are an insured. Your “executive officers” and directors are insured, but only with respect to their duties as your officers or directors. Your stockholders are also insured, but only with respect to their liability as stockholders.
5. If you are a trust, you are an insured. Your trustees are also insured, but only with respect to their duties as trustees.
6. Your “employees” are insured, but only while acting within the scope and course of their employment with you.

D. Limits of Insurance

Solely for the purpose of the coverage provided by this endorsement:

1. The following is added to the Aggregate Limit Of Insurance – “Garage Operations” – Other Than Covered “Autos” Provision in Section II – Liability Coverage:
Subject to the Aggregate Limit Of Insurance – “Garage Operations” – Other Than Covered “Autos” and regardless of the number of “insureds”, claims-made or “suits” brought or persons making claim or bringing “suits”, the most we will pay for the sum of all “damages” because of all “third party discrimination and harassment” sustained by any one person is the Third Party Discrimination and Harassment Limit of Insurance shown in the Schedule of this endorsement.
The Each “Accident” Limit of Insurance – “Garage Operations” – Other Than Covered “Autos” for Liability Coverage does not apply to “damages” we pay because of “third party discrimination and harassment”.
Any and all “damages” paid under the terms and conditions of this Third Party Discrimination and Harassment Coverage will be applied against and will reduce the Aggregate Limit of Insurance – “Garage Operations” – Other Than Covered “Autos” in the same manner and in addition to all other coverages of your policy that are also subject to the Aggregate Limit of Insurance – “Garage Operations” – Other Than Covered “Autos”.
2. No one will be entitled to receive duplicate payments for the same elements of “damages” under this coverage and:
 - a. Any liability coverage provided by the Garage Coverage Form to which this endorsement is attached; and
 - b. Any liability coverage provided by any endorsement to such Garage Coverage Form, including but not limited to “personal and advertising injury” liability coverage.
3. Our obligation to pay “damages” on behalf of the insured for any one person applies only to the amount of damages in excess of the deductible shown in the Schedule of this coverage form. The Third Party Discrimination and Harassment Limit of Insurance shall not be reduced by the amount of this deductible. This Deductible shall apply separately to the claim of each person sustaining “damages” because of “third party discrimination and harassment”.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

E. Conditions

Duties in the Event of a Third Party Discrimination and Harassment Claim

1. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "third party discrimination and harassment" event or claim. To the extent possible, notice should include:
 - a. How, when and where the claim or event occurred;
 - b. The names and addresses of any person that was the subject of any "third party discrimination and harassment" as well as the names and addresses of witnesses; and
 - c. The nature, location and circumstances of any act or omission causing "third party discrimination and harassment".
2. You and any other involved insured must:
 - a. Immediately send us copies of pertinent correspondence received in connection with the alleged "third party discrimination and harassment" claim;
 - b. Assist us and cooperate with us in the investigation of the claim; and
 - c. Immediately send us copies of any "suit" or legal papers that you receive in connection with any alleged "third party discrimination and harassment".

F. Definitions

Solely for the purposes of the coverage afforded by this endorsement:

1. "Garage operations" means the ownership, maintenance or use of locations for new and used vehicle auto dealerships and that portion of the roads or other accesses that adjoin these locations. "Garage operations" also include all operations necessary or incidental to a new and used vehicle auto dealership.
2. "Damages" means monetary amounts the "insured" is legally obligated to pay. "Damages" includes statutory attorney fees, and prejudgment interest awarded against an "insured" on that part of any judgment paid by us. "Damages" do not include civil, criminal or administrative fines or penalties or nonmonetary, injunctive or other equitable relief.
3. "Suit" means a civil proceeding in which "damages" because of "third party discrimination and harassment" are claimed. "Suit" also includes any alternative dispute resolution proceeding required by law or consented to by us.
4. "Third party discrimination and harassment" is limited to alleged discrimination and harassment against any natural person who is a client, customer, vendor, service provided or other business invitee of the "insured". It does not include alleged discrimination and harassment against an "employee" of the "insured". It means violation of a person's civil rights with respect to such person's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition or any other similar characteristic of a protected class established by any statute, law, rule or regulation. This includes reverse discrimination and harassment. It also includes mental anguish, mental injury, fright, shock or humiliation resulting from such violation. It also means any unwelcome remarks, behaviors or communications that are of a sexual nature or that are based on race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition or any other similar characteristic of a protected class established by any statute, law, rule or regulation. This includes actions that cause offense or humiliation to any person or group of persons and are made a condition of any business relationship. "Third party discrimination and harassment" does not include offenses that come within the meaning of "personal and advertising injury".
5. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

- e.** Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f.** The use of another's advertising idea in your "advertisement"; or
 - g.** Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- 6.** "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
- a.** Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b.** Regarding websites, only that part of the website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

**CA 7325
(Ed. 6-08)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CONSUMER COMPLAINT AUTO LEMON LAW PROTECTION

Schedule

The Limits of Insurance provided for this coverage are:

\$ _____ Each "Suit"
\$ _____ Aggregate

Retroactive Date:

A. Coverage

We will pay all sums an "insured" legally must pay as "damages" to your customer on a "suit" which is received and recorded by the "insured" or by us during the policy period because of a defect existing in an "auto" at the time that it was sold to the customer by your "garage operations" if that "auto" is subject to the applicable Lemon Laws of the state in which it is titled. This insurance applies to such "damages" only if:

1. the "auto" was sold after the Retroactive Date shown in the Schedule of this endorsement, if any, and before the end of the policy period; and
2. the "suit" is first received and recorded by the "insured" or by us during the policy or during any Extended Reporting Period that we provide pursuant to **F. Extended Reporting Period**.

A "suit" received and recorded by the "insured" within sixty (60) days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

We have the right and duty to defend any "suits" asking for these "damages" even if the allegations are groundless, false or fraudulent. However, we have no duty to defend an "insured" against "suits" not covered by this insurance. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Limit of Insurance provided in the Schedule of this endorsement has been exhausted by payment of judgments or settlements.

B. Exclusions

This insurance does not apply to:

- a. Any "accident".
- b. Any claims for civil penalties, fines or assessments, punitive or exemplary damages, "bodily injury", "property damage" or "personal and advertising injury".
- c. To any claim seeking non-pecuniary relief.
- d. Any dishonest, criminal or fraudulent act or omission of any "insured".
- e. Claims made or "suits" brought on account of extended warranty or mechanical breakdown agreements.
- f. "Damages" claimed because of the recall of your "products" or "work you performed" due to a known or suspected defect in the products or services.
- g. Any claim for "damages" unless you made a good faith effort to resolve the claim.
- h. Any purchaser's "suit" brought against you from the sale of a "used auto".
- i. "Damages" expected or intended from the standpoint of the "insured".

C. Limit of Insurance

Regardless of the number of "insureds", claims made or "suits" brought or persons or organizations making claims or bringing "suits", the most we will pay under this Consumer Complaint Auto Lemon Law Protection coverage for the sum of all damages for all "suits" brought during the policy period is the Aggregate Limit of Insurance shown in the Schedule. Subject to the Aggregate Limit, the most we will pay under this Consumer Complaint Auto Lemon Law coverage for all damages resulting from any one "suit" is the Each "Suit" Limit of Insurance shown in the Schedule. No other Limits of Insurance apply.

D. Other Insurance

This insurance is excess over any other available insurance.

E. Supplementary Payments

In addition to the Limit of Insurance provided in the Schedule of this endorsement, we will pay the following:

1. All expenses we incur.
2. Up to \$2,000 for the cost of bail bonds required because of a claim we cover. We do not have to furnish these bonds.
3. The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for the bond amounts within our Limit of Insurance.
4. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
5. All costs taxed against the "insured" in any "suit" against the "insured" we defend.
6. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

F. Extended Reporting Period

1. Except as provided in paragraph 3. below, you will have the right to purchase an Extended Reporting Period as described below, if:
 - a. this coverage is cancelled or not renewed; or
 - b. We renew or replace this coverage with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Schedule;
 - (2) Does not apply on a claims-made basis; or
 - (3) Excludes existing coverage.
2. An Extended Reporting Period do not extend the policy period or change the scope of coverage provided. It applies only to "suits" arising from a defect existing as of the date of sale, in an "auto" sold by you after the Retroactive Date shown in the Schedule, if any, and before the end of the policy period. Once in effect, an Extended Reporting Periods may not be cancelled except for fraud or for non-payment of premium.
3. An Extended Reporting Period does not have to be made available to you if cancellation or nonrenewal is due to non-payment of premium, failure to comply with the terms and conditions of the policy or fraud.
4. An Extended Reporting Period of either twelve (12) months, twenty-four (24) months, or thirty-six (36) months duration is available, but only by endorsement and for an extra premium charge. This Extended Reporting Period starts at the end of the policy period. You must give us a written request for the endorsement, and designate its length, within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium when due. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
 - a. The exposures insured;
 - b. Previous types and amounts of insurance;
 - c. Limits of Insurance available under this Coverage for future payment of "damages"; and
 - d. Other related factors.

The additional premium will be 100% of the expiring policy's annual premium for the twelve (12) month Extended Reporting Period, 150% for the twenty-four (24) month Extended Reporting Period, and 200% for the thirty-six (36) month Extended Reporting Period.

Within 45 days after the mailing or delivery of your written request for an Extended Reporting Period, we will mail or deliver to you the following loss information covering a three-year period:

- a. Aggregate information on total closed claims, including date and description of occurrence, and any paid losses;
 - b. Aggregate information on total open claims, including date and description of occurrence, and amounts of any payments;
 - c. Information on notice of any occurrence, including date and description of occurrence.
5. An Extended Reporting Period Endorsement we issue shall set forth the terms, not inconsistent with this Section **F.** which are applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "suits" first received and recorded during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period begins.

6. If an Extended Reporting Period is in effect, unless you elect otherwise, we will provide a separate extended reporting period aggregate limit of insurance, but only for "suits" first received and recorded during the Extended Reporting Period.

Unless you elect otherwise, this aggregate limit of insurance will be equal to the dollar amount shown in the Schedule of this endorsement. The Each "Suit" Limit of Insurance as stated in the Schedule will continue to apply as set forth in Section **C. Limits of Insurance** of this endorsement regardless which aggregate limit you select.

7. If a new exclusion or restriction is made a part of this endorsement at any time, we will offer you an extended reporting period applicable to such excluded or restricted coverage only. The extended reporting period for the excluded or restricted coverage will be offered on the same basis that an extended reporting period would be made available for situations addressed in Section **F.**, paragraph **1.** above.

G. Definitions

Solely when used in this endorsement, the following terms have the following meanings:

"Damages" means compensable economic injury. "Damages" does not include civil penalties, fines or assessments, punitive or exemplary damages, or damages arising out of "bodily injury", "property damage", or "personal and advertising injury". "Damages" also do not include the cost and expense of complying with any injunctive, non-pecuniary or other form of equitable relief.

"Personal and advertising injury" means injury, including consequential "bodily injury" arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
5. Oral or written publication of material that violates a person's right of privacy;
6. The use of another's advertising idea in your "advertisement"; or
7. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

"Suit" means a civil proceeding in which "damages" are sought pursuant to a state Lemon Law or any arbitration proceeding in which such "damages" are claimed to which the "insured" legally must submit or the "insured" does submit with our consent. It also includes any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the "insured" submits with our consent.

"Used auto" means any auto which was previously owned, purchased or registered before its sale by you.

This endorsement modifies insurance provided by the following:

GARAGE COVERAGE FORM

**CA-7326
(Ed. 6-08)**

WINDSTORM OR HAIL DEDUCTIBLE

Under Section IV – Physical Damage Coverage, the following provision is added:

D. Deductible

3. “Auto” Dealers Only Special Deductible Provisions

If Your business is shown in the declarations as an “auto” dealership:

- a. “Loss” caused by windstorm or hail will be subject to a \$ _____ deductible per “auto”.

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

**CA-7327
(Ed. 6-08)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**CONSUMER COMPLAINT AUTO LEMON LAW PROTECTION -
SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT**

Schedule

Premium \$ _____

1. An Extended Reporting Period endorsement is provided, as described in Section F. Extended Reporting Periods of CA 7325, Consumer Complaint Auto Lemon Law Protection.
2. An Extended Reporting Period Aggregate Limit applies, as set forth below in Paragraph 4. of this endorsement, to "suits" first received and recorded during the Extended Reporting Period. Unless otherwise elected by you, this limit is equal to the Aggregate Limit, if any, entered in the Schedule of CA 7325 in effect at the end of the policy period.
3. The term of the Supplemental Extended Reporting Period is: (indicated by an X)
_____ 12 months
_____ 24 months
_____ 36 months
4. The Aggregate limit provided by Section **C. Limit of Insurance** of CA 7325 does not apply to "suits" first received and recorded during the Extended Reporting Period.
The Extended Reporting Period Aggregate Limit is the most we will pay for "damages" for "suits" first received and recorded during the Extended Reporting Period.
5. _____ If this line is marked with an X, You have elected not to reinstate the Aggregate Limit for the Extended Reporting Period. You therefore do not have a separate reinstated Aggregate Limit for "suits" first received and recorded during the Extended Reporting Period and paragraph 4. above does not apply. Rather, the Aggregate Limit remaining on the expiring policy term will be the Extended Reporting Period Aggregate Limit.
6. _____ If this line is marked with an X, You have elected to increase the Aggregate Limit for the Extended Reporting Period. The Aggregate Limit for suits first received and recorded during the Extended Reporting Period is \$ _____.
7. The Each "Suit" Limit of Insurance as stated in the Schedule of CA 7325 in effect at the end of the policy period will continue to apply to "suits" first received and recorded in the Extended Reporting Period regardless of which aggregate limit you select.
8. The Other Insurance provision of CA 00 05 found in Section **V.**, Paragraph **B.**, subparagraph **5** is deleted and replaced with the following:
If other valid and collectible insurance is available to the insured for "damages" we cover under this endorsement, our obligations are limited as follows:
 - a. As this insurance is primary insurance, other than when b. below applies, our obligations are not affected unless any of the other insurance is also primary. Then we will share with all that other insurance by the method described in c. below.
 - b. Insurance provided under this Extended Reporting Period Endorsement is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after this Extended Reporting Period endorsement begins.
 - c. If all of the other insurance permits contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.
9. This endorsement will not take effect unless the additional premium for it, as set forth in Section F. Extended Reporting Period is paid when due. If the premium is paid when due, this endorsement may not be cancelled.

DECLARATIONS PAGE EXTENSION

IMPORTANT INFORMATION

FEES AND SURCHARGE SCHEDULE

Policy Number:

Agent #

DRIVERS SCHEDULE

POLICY NUMBER:

AGENT #:

The following material contains important information about your policy. Please read it carefully.

<u>Operator Number</u>	<u>Name</u>	<u>Date of Birth</u>	<u>License State</u>	<u>License Number</u>
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This endorsement modifies insurance provided by the following:

AUTO DEALERS SUPPLEMENTAL COVERAGES

CA-7328 (Ed. 9-08)

ARKANSAS CHANGES – AUTO DEALERS SUPPLEMENTAL COVERAGES

The **Appraisal** and **Legal Action Against Us** conditions found under **Additional Conditions Applicable To Coverages A and B**, are replaced as follows.

10. Appraisal

If we and you disagree on the value of the property or the amount of “loss”, either may make written demand for an appraisal of the “loss”. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of the court having jurisdiction. The appraisers will state separately the value of the property and the amount of “loss”. If they fail to agree, they will submit their difference to the umpire. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

This condition is voluntary and any decision is non-binding.

11 .Legal Action Against Us

No one may bring legal action against us under Coverage A or Coverage B unless:

- a. There has been full compliance with all the terms of Coverage A and Coverage B.
- b. The action is brought within 5 years after the date on which the direct physical “loss” occurred.

This endorsement modifies insurance provided by the following:

**COVERAGES LIMITED POLLUTION COVERAGE – OTHER THAN COVERED AUTOS
DESIGNATED GARAGE OPERATIONS OR PREMISES**

CA-7329 (Ed. 9-08)

**ARKANSAS CHANGES – LIMITED POLLUTION COVERAGE – OTHER THAN
COVERED AUTOS
DESIGNATED GARAGE OPERATIONS OR PREMISES**

The following definition is added to Section E of this form.

“Punitive or Exemplary Damages” means those damages imposed to punish a wrongdoer and to deter others from similar conduct.

<i>SERFF Tracking Number:</i>	<i>HRLV-125791621</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Harleysville Mutual Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>CASE082008-1</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0001 Business Auto</i>
<i>Product Name:</i>	<i>CA</i>		
<i>Project Name/Number:</i>	<i>CA Product Standardization - revised/</i>		

Rate Information

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>HRLV-125791621</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Harleysville Mutual Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>CASE082008-1</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0001 Business Auto</i>
<i>Product Name:</i>	<i>CA</i>		
<i>Project Name/Number:</i>	<i>CA Product Standardization - revised/</i>		

Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Review Status:	Approved	09/19/2008
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Comments:

Attachment:

NAIC 2007.pdf

Satisfied -Name:	cover letter & Exhibit A	Review Status:	Approved	09/19/2008
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Comments:

Attachments:

cover letter.pdf

Forms listing.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">New Business</div> <div style="width: 55%;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">Renewal Business</div> <div style="width: 55%;"></div> </div> f. State Filing #: g. SERFF Filing #: h. Subject Codes
---	---


3. Group Name	Group NAIC #

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Harleysville Mutual Insurance Company	PA	14168	23-0902325	

5. Company Tracking Number	125791621
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Carol Zwayer 355 Maple Avenue Harleysville, PA 19438	Senior State Filing Analyst	800-523-6344 ext. 5735	215-256-5678	czwayer@harleysville group.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Carol Zwayer

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	Commercial Automobile
10. Sub-Type of Insurance (Sub-TOI)	Commercial Automobile
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 02-1-09 Renewal: 07-01-2009

Property & Casualty Transmittal Document---

15.	Reference Filing?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
16.	Reference Organization (if applicable)	ISO
17.	Reference Organization # & Title	CA-2005-OFR01
18.	Company's Date of Filing	8/26/08
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved
20.	This filing transmittal is part of Company Tracking #	125791621
21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	

With this filing it is our intent to submit for your review and approval the following revisions applicable to our Commercial Automobile Program.

- Adoption of above captioned previously deferred ISO revision
- Introduction, revision and withdrawal of non-standard endorsements (please see Exhibit A for a complete listing.)

Rule of Application: These changes shall be applicable to all new business policies effective on or after February 1, 2009 and all renewal policies effective on or after July 1, 2009.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<div style="margin-bottom: 20px;"> Check #: EFT Amount: 50.00 </div> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

*****Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

HARLEYSVILLE MUTUAL INSURANCE COMPANY

355 Maple Avenue
Harleysville, PA 19438-2297
www.harleysvillegroup.com

August 26, 2008

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Department of Insurance
1200 West Third Street
Little Rock, AR 72201-1904

NAIC #14168
COMMERCIAL AUTOMOBILE
Form Filing

ISO Reference Filing: CA-2005-OFR01
Company Tracking Number: 125791621

Dear Honorable Bowman:

With this filing it is our intent to submit for your review and approval the following revisions applicable to our Commercial Automobile Program.

- Adoption of above captioned previously deferred ISO revision
- Introduction, revision and withdrawal of non-standard endorsements (please see Exhibit A for a complete listing.)

Rule of Application: These changes shall be applicable to all new business policies effective on or after February 1, 2009 and all renewal policies effective on or after July 1, 2009.

Your favorable consideration will be appreciated.

Very truly yours,



Carol Zwoyer, AAM, AIT
Senior State Filing Analyst
(215) 256-5735
czwoyer@Harleysvillegroup.com

EXHIBIT A

NEW FORMS

Form Number	Edition	Form Title
CA-7117	03-91	Named Driver Exclusion
CA-7182	11-06	Corporal Punishment
CA-7196	09-03	Transfer of Rights of Recovery Against Others to Us
CA-7236	09-03	Employee Benefits Liability Coverage
CA-7237	11-06	Auto Dealers Optional Coverage Endorsement
CA-7241	10-05	Employee Benefits Liability Coverage
CA-7244	11-06	Per location Aggregate
CA-7268	06-04	Work Performed Coverage
CA-7280	11-06	New Car Economic Loss - Dealers
CA-7281	11-06	Supplement to Automobile Physical Damage Insurance Coverage
CA-7282	11-06	Business Auto Schedule
CA-7283	11-06	Business Auto Declaration
CA-7285	11-06	Garage Declaration
CA-7301	11-06	Amendment to Other Insurance Clause
CA-7306	07-07	Abuse or Molestation Exclusion
CA-7312	06-08	Third Party Discrimination and Harassment Coverage
CA-7325	06-08	Consumer complaint Auto Lemon Law Protection Coverage
CA-7326	06-07	Windstorm or Hail Deductible
CA-7327	06-08	Auto Dealers Optional Coverages
GU-7000	03-08	Declaration
GU-7001	07-08	Policy Change Document
GU-7004	11-06	Form Schedule
GU-7005	11-06	Location Schedule
GU-7006	11-06	Loss Payee Schedule
GU-7008	11-06	Named Insured Schedule
GU-7009	11-06	Policyholder Notice Schedule
GU-7013	11-06	Declarations Page Extension
GU-7015	11-06	Fees and Surcharge Schedule
GU-7020	11-06	Drivers Schedule
MC-1612d	10-02	Endorsement for Motor Carriers Policies of Insurance for Public Liability Under Section 18 of the Bus Regulatory Reform Act of 1982
MC-1614e	06-07	Motor Carrier Automobile Bodily Injury and Property Damage Certificate of Insurance
MC-1622p	01-07	Endorsement for Motor Carrier Policies of Insurance For Public Liability Under Section 29 and 30 of the Motor Carrier Act of 1980
MC-1633a	08-99	Uniform Motor Carrier Bodily Injury and Property Damage Liability Certificate of Insurance (Form E)
MC 1651f	02-06	Endorsement for Motor Carrier Policies of Insurance for Automobile bodily injury and property damage liability Under section 10927, Title 49 of the United States Code Uniform Motor Carrier Bodily Injury and Property Damage Liability Insurance
MC-1669f	02-06	Motor Carrier Automobile Bodily Injury and Property Damage Liability Certificate of Insurance
MC 1690a	08-99	Uniform Motor Carrier Bodily Injury and Property Damage Liability Insurance Endorsement (Form F)

REVISED FORMS

Form Number	New Edition	Old Edition	Form Title
CA-7009	11-06	10-01	Truckers Declaration
CA-7024	11-06	10-01	Motor Carrier Declaration
CA-7101	11-06	10-01	Auto Dealers Supplemental Coverage Franchised Dealers Only
CA-7104	9-03	08-87	Contingent Physical Damage coverage Leasing or Rental Concerns
CA-7108	06-04	10-01	Repair Cost Reimbursement
CA-7163	11-06	06-97	Covered Autos Designated Premises
CA-7164	11-06	07-97	Limited Pollution Coverage – Other than Covered Autos Designated Garage Operations or Premises
CA-7200	11-06	02-02	Commercial Auto Broad Form Endorsement

WITHDRAWN FORMS

Form Number	Edition	Form Title
CA-7005	10-01	Garage Coverage Form
CA-7100	02-03	Vehicle Schedule
CA-7103	08-87	Supplement to Automobile Physical Damage Insurance Coverage
CA-7105	08-87	Auto Dealers Limited Supplemental Coverages
CA-7106	10-01	Title Errors and Omissions Coverage
CA-7107	10-01	Vehicle Damage to Leased Property Endorsement
CA-7109	08-87	Schedule of Equipment (Fire Companies, Ambulance Corps, Rescue Squads)
CA-7169	04-98	Exclusion – Year 2000 Computer-Related and Other Electronic Problems
CA-7171	05-98	Auto Dealers Supplemental Coverages
CA-7270	07-04	Exclusion – Unsolicited Faxes, Telephone Calls and Emails
GU-1032	03-84	Special Named Insured Endorsement
IL-7100	08-88	Schedule of Locations/Premises
PD-0113	06-85	Business Auto Policy Declaration
PD-0108	02-00	Business Auto Policy Declaration